

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION

SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA,

Petitioner,

Case No.: 2011-CA-005416 NC

v.

Parcel No.: 6

ADAMS HOMES OF NW FLORIDA,
INC., et al.

Defendants.

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on April 20, 2012, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Defendant, Esther Forde, the sum of \$ 18,000.00 in full settlement of all claims for compensation from Petitioner whatsoever, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees, experts' fees, and costs. Said sum will be subject to the claim of apportionment by Bank of America, as mortgagee on the subject property. Petitioner is entitled to a credit in the amount of \$ 8,000.00, said amount having been previously deposited in the Registry of the Court in this case by Petitioner. Upon the satisfaction of the conditions of this Settlement Agreement and the entry of the Stipulated Final Judgment in this matter, Petitioner will ~~deposit in the Registry of the Court the sum of~~ PAY TO A DESIGNATED \$ 10,000.00, representing the difference between the total settlement sum referenced above and Petitioner's previous deposit referenced above.

Handwritten:
PAY
AS OF
KIM
BAS
TRUST
ACCOUNT b:
BANK OF
AMERICA

2. In addition to the above-referenced settlement sum, Petitioner will pay to the trust account of Defendant's attorney the sum of \$ 2,805.00 in full satisfaction of all attorney's fees incurred by Defendant in this case.

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees, Petitioner will pay to the trust account of Defendant's attorney the sum of \$ 6,000.00 in full satisfaction of all expert witness costs incurred by Defendant in this case.

4. This Settlement Agreement is subject to and conditioned upon final approval by the School Board of Sarasota County, Florida. The School Board will review this Settlement Agreement on or before MAY 1, 2012.

5. This Settlement Agreement is subject to and conditioned upon Bank of America, as mortgagee on the subject property, waiving any right it may have to a deficiency judgment against Defendant Forde. Bank of America will provide to counsel for Defendant Forde its written waiver on or before ~~_____~~ 2012. *WITHIN THIRTY DAYS OF THE DATE OF RECEIPT OF THE SETTLEMENT PROCEEDS.*

*B/S
KM
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6. Attached hereto is an addendum to this Settlement Agreement.

 Yes ✓ No

This Settlement Agreement, dated April 20, 2012, contains all of the agreements of the parties.

Kenneth Marsh
Kenneth Marsh on behalf of the
Petitioner, School Board of Sarasota
County, Florida

Jack N. Gutman
Defendant, Esther Forde

Arthur S. Hardy
Arthur S. Hardy, Esq.
Attorney for Petitioner

Jack N. Gutman
Jack N. Gutman, Esq.
Attorney for Defendant

William B. Smith
William B. Smith, Esq.
Mediator

on behalf of Bank of America, N.A.
Brendan A. Sweeney
Brendan A. Sweeney, Esq.
Attorney for Bank of America, N.A.