

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT,

Plaintiff

CASE NO. 00-2649-CI-7

v.

SKYWAY TRAP & SKEET CLUB, INC.,

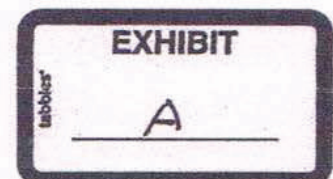
Defendant

SETTLEMENT AGREEMENT

Plaintiff, Southwest Florida Water Management District ("SWFWMD"), and Defendant, Skyway Trap & Skeet Club, Inc ("Skyway"), by and through their authorized representatives, for and in consideration of the mutual promises and covenants herein contained, hereby agree to settle and resolve all issues outstanding with regard to the above-styled litigation, as follows:

1. SWFWMD agrees to voluntarily dismiss, with prejudice, its pending suit against Skyway, in this Pinellas County Circuit Court Case No. 00-2649-CI-7. Skyway agrees to dismiss its third party claim against SWFWMD in Pinellas County Circuit Court Case No. 01-2685-CI-7. Skyway similarly agrees to voluntarily dismiss, with prejudice, its counterclaims against SWFWMD in the above styled lawsuit, as well as the pending appeal in the Second District Court of Appeal.

2. Skyway agrees to waive any claims it may have under law against SWFWMD for damages and the reimbursement of costs and attorneys' fees related to defense of SWFWMD's lawsuit.



3. SWFWMD agrees to be responsible for all site investigation and required remediation of accumulated spent targets and lead shot in or on Parcels 113.5, 102 and 112, which comprise portions of the Sawgrass Lake Water Management Area. Skyway agrees to cooperate with SWFWMD in those endeavors, provided Skyway's shooting activities on Wednesday afternoons, Saturdays, Sundays and legal holidays are not unreasonably impaired. The remediation shall be undertaken and completed by SWFWMD in good faith and as expeditiously as practicable.

4. After SWFWMD completes its remediation of those parcels, it shall convey to Skyway, by general warranty deed, unencumbered fee simple absolute title to that part of Parcel 113.5 situated and lying generally to the west of drainage inflow canal No. 3*, constituting 5.2 acres more or less. Simultaneously with the District's conveyance of the 5.2 acres, Skyway agrees to relinquish, release and quit its claim to the judicially created drop zone easement over that remaining part of Parcel 113.5 consisting of the access road, drainage inflow canal No. 3 and those lands generally lying east of same, together comprising approximately 9 acres more or less. [**The actual conveyance is represented by the attached drawing, the legal description of which shall be confirmed by the District by an on-the-ground survey.*]

5. SWFWMD agrees to transform said 5.2 acres into a more or less near level upland condition, devoid of native foliage or wetland characteristics. Further, SWFWMD agrees to contour an earthen berm at the eastern edge of said property to function in conjunction with the shot barrier Skyway shall erect and maintain. SWFWMD anticipates remediation measures will be done in a phased manner. To ensure that no further spent targets or shot are deposited on SWFWMD land during or after cleanup, Skyway shall restrict its shooting onto District lands being cleaned up or

cleaned up until such time as it constructs a shot barrier for each phase remediated before shooting recommences. The District shall consult with and consider the shooting requirements of Skyway in the plan for the remediation of the parcels. Skyway shall consult with and consider the requirements of the District in using portions of Skyway's property for access and staging of the remediation. Skyway may continue to shoot steel shot on any portion of the property not being cleaned up or not cleaned up so long as it does not endanger or put at risk contractors and others working on the remediation efforts. Skyway shall use reasonable efforts to prevent the deposition of spent targets or steel shot beyond the easement Parcel 113.5. *[SWFWMD is not necessarily disagreeing with fixing the inflow ditch on 74th Avenue, but will consider what is necessary during the remediation. Also, this would require concurrence by the City of Pinellas Park - at this time its participation in the negotiations for settlement is unnecessary.]*

6. The District shall have the right to participate in the establishment of the BMPs for the construction and maintenance of the shot barrier to be erected by Skyway.

7. The rights and obligations under this Settlement Agreement are non-assignable, without the written consent of the other party to this agreement.

8. **Dispute Resolution.** Any dispute, claim, question, or disagreement arising from or relating to this Settlement Agreement or the breach thereof shall be resolved in accordance with the procedures specified in this Paragraph, which shall be the sole and exclusive procedures for the resolution of any such disputes.

a. The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Settlement Agreement promptly by negotiation between officers or agents who have authority to settle the controversy. Any party may give the other

party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit a written response to the other party. The notice and the response shall include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name of the officer or other employee or agent who will represent that party and of any other person who will accompany that representative. Within thirty (30) days from the date of the first written notice of a dispute as provided herein, the representatives of the parties shall meet at a mutually acceptable time and place, and thereafter as often as reasonably necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All communications pursuant to this clause are confidential and shall be treated as compromises and offers to compromise pursuant to section 90.408 of the Florida Statutes (2001).

b. If they do not reach a solution within sixty (60) days from the date of the first written notice of a dispute as provided herein, then, upon written notice by either party to the other, the parties shall try in good faith to settle the dispute by mediation with a mutually acceptable mediator and at a mutually acceptable time and place.

c. Any dispute, claim, question, or disagreement arising from or relating to this Settlement Agreement or the breach thereof which has not been resolved by the non-binding procedure within one hundred and twenty (120) days from the date of the first written notice of a dispute as provided herein shall then be settled by binding arbitration by a sole arbitrator in accordance with the Florida Arbitration Code, Chapter 682 of the Florida Statutes, in effect on the date of this Settlement Agreement. A judgment on any award may be entered by the Pinellas County Circuit Court. The place

of arbitration shall be Pinellas County. If one party has requested the other to participate in a non-binding procedure and the other has failed to participate, the requesting party may initiate binding arbitration before expiration of the above period.

d. All relevant time frames established in this Settlement Agreement are stayed pending the resolution of any disputes, claims, questions, or disagreements arising from or relating to this Settlement Agreement or the breach thereof under this Paragraph.

e. In the event of binding arbitration in connection with the enforcement or interpretation of this Settlement Agreement, the prevailing party shall be entitled to the payment of its attorneys' fees, costs, and expenses incurred in connection therewith.

9. Each party represents and warrants that the undersigned has authority to enter into this Settlement Agreement.

10. Releases.

a. The District does hereby and for its administrators, directors, employees, successors, privies, lienors, insurers, suppliers, distributors, and assigns release, discharge, acquit, defend and hold harmless Skyway and its administrators, officers, directors, members, customers, mortgagees, successors, privies, lienors, insurers, insureds, suppliers, distributors, assigns, associations, parents, subsidiaries, holding companies, or partnerships of any from any and all claims, actions, causes of action, penalties, demands, payments, attorneys' fees, benefits, rights, damages, costs, loss of service, liens, expenses and compensation whatsoever which the District now has or which may hereafter accrue on account of or in any way growing out of or relating to the facts and events alleged in the complaint filed in Southwest Florida Water Management District v. Skyway Trap & Skeet Club, Inc., Case Number 00-2649-CI-7, in and for

Pinellas County, Florida and all third party claims in Pinellas County Circuit Court Case No. 01-2685-CI-7.

b. Skyway does hereby and for its administrators, officers, directors, members, customers, mortgagees, successors, privies, lienors, associations, parents, subsidiaries, holding companies, partnerships, insurers, insureds, suppliers, distributors, and assigns release, discharge, acquit, defend and hold harmless the District and its administrators, directors, employees, successors, privies, lienors, insurers, suppliers, distributors, or assigns from any and all claims, actions, causes of action, demands, payments, attorneys' fees, benefits, rights, damages, costs, loss of service, liens, expenses and compensation whatsoever which Skyway now has or which may hereafter accrue on account of or in any way growing out of or relating to the facts and events alleged in the complaint filed in Southwest Florida Water Management District v. Skyway Trap & Skeet Club, Inc., Case Number 00-2649-CI-7, in and for Pinellas County, Florida and all third party claims in Pinellas County Circuit Court Case No. 01-2685-CI-7.

11. No Admissions. It is understood and agreed that this settlement is the compromise of a disputed claim; that neither party has admitted liability; and that the parties intend merely to avoid litigation and buy their peace.

12. Entire Agreement. This Settlement Agreement is freely and voluntarily executed by both parties after having been apprised of all relevant information and data furnished by their attorneys. The parties, in executing this Settlement Agreement, do not rely on any inducements, promises or representations made by the other party or its representatives. Furthermore, this Settlement Agreement contains the entire agreement between the parties hereby, and the terms of this Settlement Agreement are

contractual and not merely a recital. This Settlement Agreement supersedes any and all prior agreements, drafts, arrangements, conversations, negotiations, or understandings relating to matters provided for in the Settlement Agreement.

13. Modification of Settlement Agreement. Except as provided for herein, there shall be no modifications or amendments of this Settlement Agreement without written agreement of both parties.

IN WITNESS WHEREOF, the parties to this Settlement Agreement have executed same as of this _____ day of April 2004.

David A. Moore
SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT
By its Executive Director

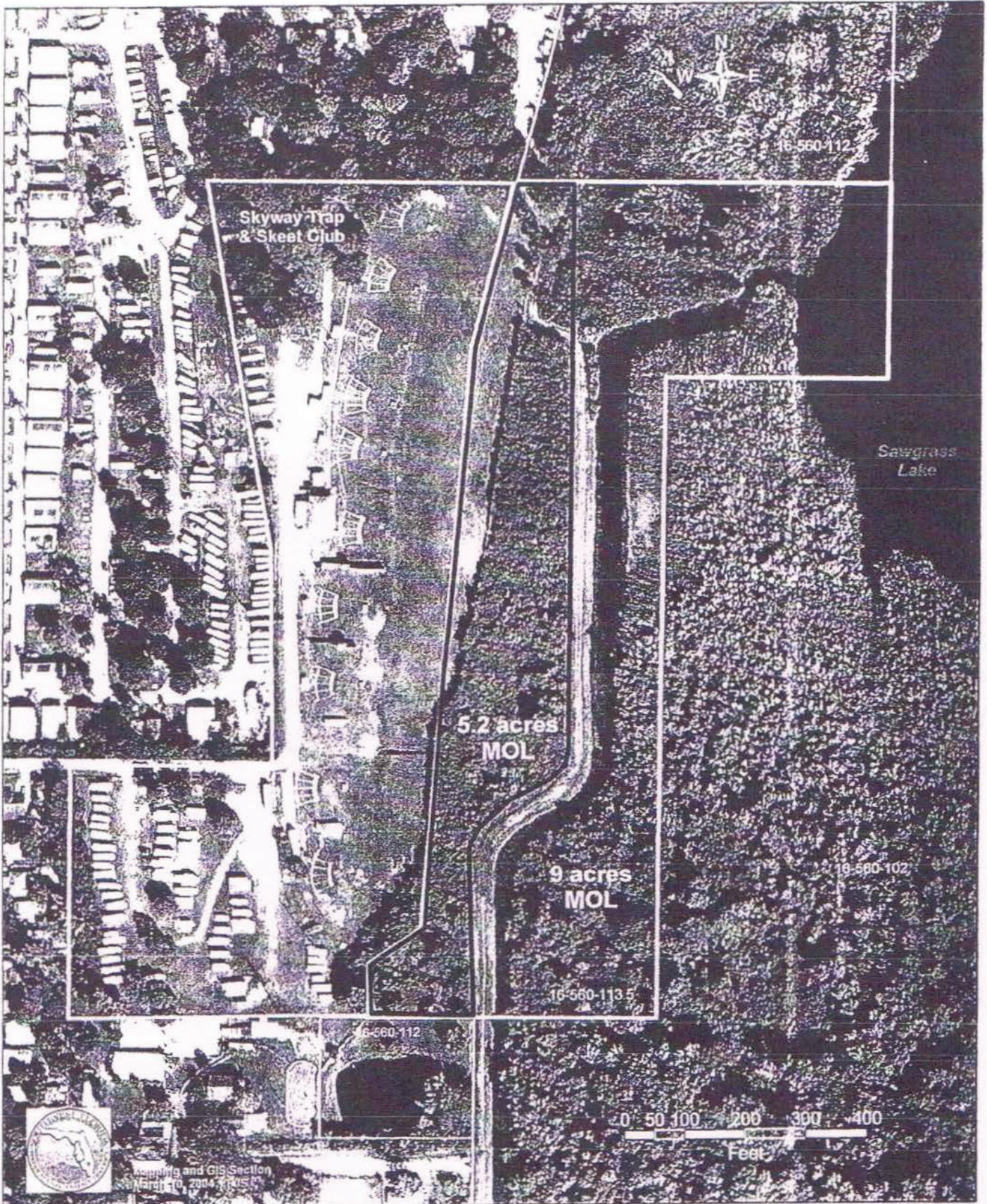
William C. Embury
SKYWAY TRAP & SKEET CLUB
As its: President

Dated: April 9th, 2004

Dated: 4-9-04

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Approved as to Legal Form and
Content
Silvius
Attorney



Planning and GIS Section
March 10, 2004