

## **GENERAL RELEASE AND SETTLEMENT AGREEMENT**

### **I. GENERAL RELEASE OF ALL CLAIMS**

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this Release would not be executed and delivered by EARNEST STANBERRY, JR. and LINDA F. STANBERRY, husband and wife (hereinafter referred to collectively as RELEASORS), nor accepted by Escambia County, Florida (hereinafter referred to as COUNTY), and of the benefits and advantages anticipated by RELEASORS and by County from the compromise and settlement of these claims, and in consideration of the sum of Thirteen thousand three hundred forty-six dollars and eighty-two cents (\$13,346.82), jointly, RELEASORS, for all property and personal injury damages claimed, in hand paid by COUNTY, the receipt of which is hereby acknowledged, RELEASORS have acquitted, released, exonerated and discharged, and do hereby acquit, release, exonerate and discharge COUNTY, its successors, legal representatives, agents and assigns, of and from any and all obligation, liability or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of or growing or arising out of the events which occurred on or about January 2-3, 2017, when certain water flow and flooding occurred in and on the real property known and described as 8719 ORANGE AVENUE, ESCAMBIA COUNTY, FLORIDA, including (but not by these specific references excluding any other elements of obligation, liability or responsibility in respect of these occurrences) all damages, claims, losses, costs, interest, attorneys' fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing, resulting directly or indirectly, proximately or remotely, from all and any of the matters and things embraced in the above claims and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefor.

The hereinabove recited considerations are the full, complete and entire consideration for this Release, and there is no agreement, oral or written, express or implied, whereby RELEASORS are to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever from COUNTY for or on account of any other matter, RELEASORS hereby agree that they will not, and that their heirs, legal representatives, agents and assigns shall not, hereafter file or institute in any court any suit or make or file any claims against COUNTY, or its successors, agents, legal representatives, agents or assigns for or on the account of or in respect of these claims or any of the matters and things alleged in this action, and that to any other suit or action which nevertheless may be hereafter brought, on account of, in respect of, any of the matters and things involved in these claims this Release shall be a complete and conclusive defense. It is understood that payment of the consideration for this Release in no way constitutes an admission of liability, but is made by way of a compromise of a disputed claim.

### **II. OTHER TERMS**

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the agreement made is not and does not have the effect of any admission of liability or damages by the COUNTY, and that it denies liability and intends merely to avoid litigation and buy its peace.

To secure this settlement and the payment of the above sum, RELEASORS hereby declare that they are over twenty-one (21) years of age, and that they rely wholly upon their own

judgment, belief and knowledge of the nature and extent of all injuries and damages sustained by them, and that no representation or statements about them have influenced them in making, or induced them to enter into this. RELEASORS understand that the damages and injuries sustained or claimed by them to have been sustained as the proximate result of the events which occurred on or about January 2-3, 2017, when certain water flow and flooding occurred in and on the real property known and described as 8719 ORANGE AVENUE, ESCAMBIA COUNTY, FLORIDA, may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release of all claims, RELEASORS rely wholly upon their own judgment, belief and knowledge of the nature, extent and duration of all said injuries and all damages arising therefrom. RELEASORS further declare that they do not suffer from any mental or physical disability which would disable them from executing this General Release and Settlement Agreement.

RELEASORS have read this General Release and Settlement Agreement and understand the purport, tenor and effect of this Agreement. It contains and sets forth the entire Agreement between the parties hereto, and there is no part of the Agreement between them in respect of the premises which is not fully, completely, accurately and truly set forth herein.

IN WITNESS WHEREOF, we, EARNEST STANBERRY, JR. and LINDA F. STANBERRY have hereunto set our hands and seals at Pensacola, Escambia County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
EARNEST STANBERRY, JR.

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State of \_\_\_\_\_ and \_\_\_\_\_ County aforesaid to take acknowledgments, personally appeared EARNEST STANBERRY, JR., who, after being first duly sworn, upon his oath, deposes and says that he is the person described herein and that he executed the foregoing GENERAL RELEASE AND SETTLEMENT AGREEMENT, in the presence of two subscribing witnesses, for the purposes stated therein, and acknowledged that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of \_\_\_\_\_ and \_\_\_\_\_ County last aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
Commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
LINDA F. STANBERRY

\_\_\_\_\_  
Witness

STATE OF FLORIDA )  
COUNTY OF ESCAMBIA)

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State of Florida and Escambia County aforesaid to take acknowledgments, personally appeared LINDA F. STANBERRY, who, after being first duly sworn, upon her oath, deposes and says that she is the person described herein and that she executed the foregoing GENERAL RELEASE AND SETTLEMENT AGREEMENT, in the presence of two subscribing witnesses, for the purposes stated therein, and acknowledged that she executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Florida and Escambia County last aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
Commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_