

E-16

AGREEMENT

THIS ADDENDUM to the UTILITY SERVICE AGREEMENT between the City of Avon Park, Florida, and the School Board of Highlands County, Florida, dated January 22, 2008 (hereinafter, the "Main Agreement"), including the Release, is made and entered into this day of September 6, 2016 (hereinafter, this "Addendum") by and between the CITY OF AVON PARK, a Florida municipal corporation (hereinafter referred to as the "City") and, the SCHOOL BOARD OF HIGHLANDS COUNTY, (hereinafter referred to as "School Board"), and collectively, the School Board and City shall be referred to as the "Parties" or singularly as the "Party."

AGREEMENT

1. The City agrees to pay the School Board a lump sum, one-time payment of \$50,966 within thirty (30) days of execution of this Addendum in exchange for the School Board's covenants herein including the Release.

2. In exchange for the City's lump sum, one-time payment, the Parties hereto agree that the Main Agreement shall be amended to terminate and remove, any and all references to reimbursement to the School Board for any potential past, present, or future claims for reimbursement for the installation of the Utility Facilities by the School Board. The School Board shall not seek reimbursement for the costs of the Utility Facilities from either the City, or any past, present, or future City developer or customer connecting to the Utility Facilities, or any other person or entity.

3. **Release.** In exchange for the City's lump sum, one-time payment of \$50,966, the School Board also agrees to hereby release and forever discharge the City, its officers, agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which the School Board now has or may hereafter have or claim to have, as a result of, or in any way relating to, the Main Agreement, the Refundable Advance Agreement, or any putative right to any past, present or future payment, reimbursement, or anything of value, for the installation of the Utility Facilities, in contract, law, or equity.

It is understood and agreed by the Parties that this payment is made and received in full and complete settlement and satisfaction of the aforesaid claims, putative claims or potential claims for any compensation whatsoever related to the Refundable Advance Agreement, the Main Agreement, or any reimbursement under law, or in equity; that this Addendum contains the entire agreement between the parties regarding such putative or potential claims; and that the terms of this Addendum are contractual and not merely a recital. Furthermore, this Release shall be binding upon the School Board, and its respective officers, administrators, agents, contractors, successors and assigns.

4. **Laws of Florida to Govern / Venue.** This Addendum shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

5. Document is the Result of Mutual Draftsmanship The terms and conditions in this Addendum are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Addendum or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Addendum were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

6. Attorney Fees. If either Party takes legal action to enforce the terms or conditions of this Addendum, the prevailing party will be entitled to an award of all costs of the action, including reasonable attorneys' and paralegal's fees, including appeals.

IN WITNESS WHEREOF, City and the School Board have executed or have caused this Addendum, with the named Exhibits attached, to be duly executed below:

CITY OF AVON PARK

<p>[SEAL]</p> <p>ATTEST: _____ Bonnie Barwick, Clerk</p> <p>APPROVED AS TO FORM: _____ Gerald T. Buhr, P.A.</p>		<p>CITY OF AVON PARK, FLORIDA, a Florida municipal corporation</p> <p>By: _____ Sharon Schuler, Mayor</p>

School Board Signatures on Next Page

SCHOOL BOARD OF HIGHLANDS COUNTY

WITNESSES:

print name:

print name:

**SCHOOL BOARD OF HIGHLANDS
COUNTY, FLORIDA**

By: Donna Howerton
Donna Howerton, Chairperson

APPROVED AS
TO FORM: _____
John McClure, Esquire

Attest: Wally Cox
Wallace P. Cox, a/k/a Wally Cox
Superintendent of Schools and
Ex-officio Secretary