

TAB 25

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of April, 2008, by and among CITY OF PALMETTO, FLORIDA (hereinafter "PALMETTO") and ROY THORNTON, AN INDIVIDUAL (hereinafter "THORNTON"), with reference to the following facts:

RECITALS:

A. PALMETTO filed its original complaint in action styled City of Palmetto v. Roy Thornton, et al, Case Number 2004-CA-5145 (the "Action") on or about October 1, 2004.

B. Ultimately, on January 2, 2008, the Circuit Court entered an Order granting Summary Judgment in favor of Thornton against Palmetto.

C. Subsequently on March 3, 2008, the Court entered Final Judgment in favor of THORNTON and reserved jurisdiction to determine an award of costs and fees in favor of Thornton.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PALMETTO and THORNTON hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and shall form a part of this Agreement.

2. **Palmetto v. Thornton, Manatee Co. Case. No.: 2004-CA-5145.** PALMETTO agrees to execute a release of all claims and to file a dismissal with prejudice in this case of any claims in Action.

3. THORNTON agrees to prepare and file a satisfaction of judgment and execute a release of all claims to PALMETTO in the Action. In consideration of the promises made by PALMETTO in this agreement, THORNTON, on his own behalf, his relatives and heirs, executors, administrators and assigns, irrevocably and unconditionally releases, waives, acquits and forever discharges PALMETTO, any corporations, entities, partnerships or other business ventures engaged in the operation of affairs for PALMETTO and as to all released business entities or municipalities or corporations, their current and formal officers, directors, commissioners, managers and employees, and their agents, officials, representatives, attorneys, insurance carriers, and any other entity related to or affiliated with them, of and from any and all manner of actions which he now has or ever had, including without limitation of the general terms, all claims which were or could have been alleged against PALMETTO for attorney's fees arising out of the Action.

4. PALMETTO agrees to pay THORNTON \$5,000.00 as compensation for attorney's fees incurred by Thornton in defending the Action. In consideration of the promises made by PALMETTO in this agreement, PALMETTO, on its own behalf, its administrators and assigns, irrevocably and unconditionally releases, waives, acquits and forever discharges THORNTON, any corporations, entities, partnerships or other business ventures engaged in the

operation of affairs for THORNTON and as to all released business entities or municipalities or corporations, their current and former officers, directors, commissioners, managers and employees, and their agents, officials, representatives, attorneys, insurance carriers, and any other entity related to or affiliated with them, of and from any and all manner of actions which it now has or ever had, including without limitation of the general terms, all claims which were or could have been alleged against THORNTON arising out of the action.

5. Upon receipt of this \$5,000.00 THORNTON will execute the release and satisfaction of judgment as referenced in paragraph 3.

6. PALMETTO shall with its payment or within 10 days thereafter issue to THORNTON a letter of apology for the time and resources expended on the subject litigation.

7. **Agreement Inures to the Benefit.** This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, agents, representatives, employees, servants, affiliates, attorneys, heirs, successors, assigns, or other representatives, if any, of each of the parties hereto.

8. **Entire Agreement.** This agreement constitutes the entire understanding of the parties regarding the subject matter contemplated hereby, and all prior correspondence, negotiations, agreements, and courses of conduct are merged herein.

9. **Severability.** The provisions of this agreement shall not be severable, it being understood and agreed that each provision hereof constitutes an intricate part of the relationship established between the parties and that no provision can be severed from the agreement without destroying the intent of the parties hereto.

10. **Enforcement of the Agreement:** In the event it becomes necessary for either party to utilize the services of an attorney to enforce the terms of this agreement due to the default of the other party, the non-defaulting party shall be entitled to recover from the defaulting party any costs or attorney fees incurred in the enforcement of same, regardless of whether such attorney's fees are incurred at the trial level, appellate level, or merely as an incident of negotiation.

11. **Modification and Waiver:** No modification or waiver of any of the provisions of this agreement shall be effective unless made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

12. **Counterparts.** This agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year hereinabove first written.

ATTEST: James R. Freeman,
City Clerk

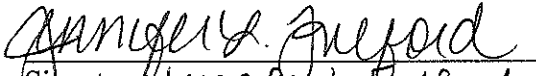
CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

WITNESS:


Signature Jennifer L. Fulford



ROY THORNTON

Date: April 14, 2008

WITNESS:


Signature Niki C. Hackney