

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT  
IN AND FOR MONROE COUNTY, FLORIDA

LAWRENCE SCHOBER,  
Plaintiff,

CASE NO.: 2008-CA-450-K  
HON. DAVID J. AUDLIN, JR.

vs.

CITY OF KEY WEST,  
Defendant.

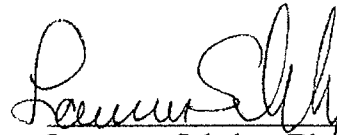
SETTLEMENT AGREEMENT

The City of Key West (the "City") and LAWRENCE SCHOBER (Plaintiff) agree to settle Circuit Court Case No. 2008-CA-450-K, as follows:

1. The parties enter into this Settlement Agreement in consideration of an outstanding personal injury motor vehicle accident case.
2. The Plaintiff will, in exchange for a sum of Twenty-Eight Thousand Dollars (\$28,000.00) from the City of Key West, execute a general release and waiver benefitting the City of Key West and its insurance carrier(s) and/or third party administrator(s) and will also execute and file a Notice of Voluntary Dismissal with the Circuit Court.
3. This Settlement Agreement constitutes the final agreement of the Parties and may not be amended except in writing. This Settlement Agreement shall be contingent on approval by the City Commission for the City of Key West.

IN WITNESS WHEREOF, the Parties have made their agreement on the date written below.

\_\_\_\_\_ date \_\_\_\_\_  
By: Jim Scholl  
City Manager  
The City of Key West

 date 11-22-10  
Lawrence Schober (Plaintiff)  
Address: 9th BEECHWOOD DR  
KEY FLA 33040

**GENERAL RELEASE**

I, LAWRENCE SCHOBER herein after the "first party", on behalf of himself and businesses where he is an authorized representative, for and in consideration of the total sum of Twenty- Eight Thousand Dollars (\$28,000.00), as set forth below, and other valuable considerations, received from, or on behalf of The City of Key West, its officials, employees, representatives, agents, or insurers, both past and present, herein after the "second party", the receipt of which is hereby acknowledged,

*(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, representatives, employees, agents, executors, subsidiaries, administrators, successors, attorneys and assigns of individuals, and the successors, employees, agents, representatives, attorneys and assigns of corporations, wherever the context so admits or requires.)*

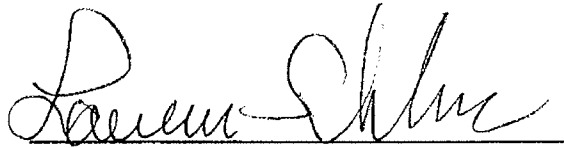
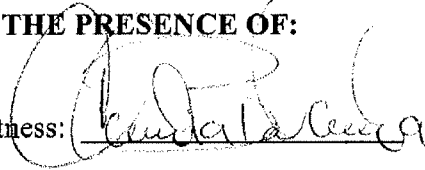
**HEREBY** remise, release, acquit, satisfy, and forever discharge the said second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, whether presently known or unknown, in law or in equity, which said first party ever had, now have, or which any personal representative, successor, heir, officer, director, employee, shareholder, agent, administrator or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, related to a motor vehicle accident which occurred on or about April 27, 2004 in Key West, Florida.

The provisions of this Release are severable and, if any part is found to be unenforceable, the other parts shall remain fully valid and enforceable. The parties acknowledge that this is a joint product and should not be construed against any party on the ground of sole authorship.

**WITNESS** my hand and seal this 22nd day of November, 2010.

**IN THE PRESENCE OF:**

Witness:



Lawrence Schober

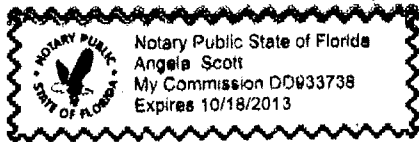
Address:

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KEY WEST FLA  
33040

STATE OF FLORIDA )  
 ) ss  
COUNTY OF MONROE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared **LAWRENCE SCHOB**ER ( ) who produced \_\_\_\_\_ as identification, or ~~X~~ who is well known to me and known to be the person described in and executed the foregoing Release, and who acknowledged to me that she did the same as her free act and deed.

22nd WITNESS my hand and official seal in the County and State last aforesaid this day of November, 2010.



Angela Scott  
Notary Public

My Commission Expires: 10/18/2013