

**Charlotte County Board Of County Commissioners  
Agenda Item Summary**

**Item Number: R- 5**

**1 DEPARTMENT MAKING REQUEST**

County Attorney

**2 MEETING DATE**

10/14/2014 9:00:00 AM

**3 REQUESTED MOTION/ACTION**

Approve the settlement of Rotonda Group Investments, LLC and Lynell, LLC v. Charlotte County, Case No. 13-438-CA (Rotonda 3) and payment of \$60,000 in exchange for a voluntary dismissal with prejudice and authorize the Chairman to execute the Stipulation For Settlement.

**4 AGENDA**

Regular

**5 IS THIS ITEM BUDGETED ( IF APPLICABLE ) -**

**Budget Action**

No action needed. Funding from the Self Insurance Fund approved in the FY14/15 Budget Process.

**Financial Impact Summary Statement**

Funding for this expenditure comes from the Self Insurance Fund - Claims - General Liability.

**Detailed Analysis Attached -**

**Budget Officer-**

**6 BACKGROUND ( Why is this Action Necessary, and What Action will be accomplished )**

A Complaint was filed in this matter and served upon Charlotte County on February 6, 2013. The Plaintiffs together own 102 residential lots in Rotunda Villas and Springs. They claim the County took their property without compensation as they were unable to build due to a lack of means of disposing of human waste. The County recently filed a Summary Judgment Motion on the Plaintiffs based on some serious Statute of Limitations problems. The Plaintiffs claim they first learned of the regulatory restriction in November 2011 - five and a half years after the taking, and six months after the sewer system was fully functioning.

**ATTACHMENTS:**

Name:

Description:

Type:

[9481\\_20141008\\_14014750856\\_0000.pdf](#)

Stipulation For Settlement

Exhibit

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
CHARLOTTE COUNTY, FLORIDA CIVIL ACTION

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ROTUNDA GROUP INVESTMENTS,  
L.L.C., a Florida Limited Liability  
Company, and LYNNELL, L.L.C, a  
Florida Limited Liability Company,

Plaintiff,

v

s

Case No. 13-438-CA

CHARLOTTE COUNTY, a political  
Subdivision of the State of Florida,

Defendants.

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**STIPULATION FOR SETTLEMENT**

COME NOW Plaintiffs, ROTUNDA GROUP INVESTMENTS, LLC and LYNNELL, LLC (hereinafter collectively referred to as Plaintiffs), and Defendant, CHARLOTTE COUNTY (hereinafter Defendant), by and through their respective undersigned counsel, and do hereby stipulate and agree as follows:

1. Defendant shall pay Plaintiffs the total sum of Sixty Thousand Dollars (\$60,000.00) in full and final satisfaction of the claims asserted in this lawsuit. Said sum shall be paid within ten (10) days of the approval of this Settlement by the Charlotte County Board of County Commissioners (hereinafter BOCC). The settlement check shall be made payable to "The Roetzel & Andress, LPA Trust Account" and delivered to counsel for Plaintiffs, Clayton W. Crevasse. Plaintiffs may allocate the Sixty Thousand Dollars (\$60,000.00) between themselves however they deem appropriate.

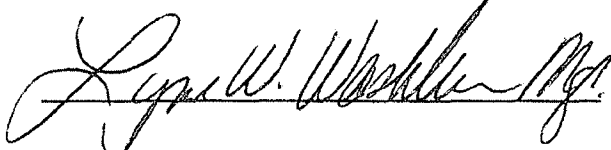
2. Within five (5) days of Plaintiffs' receipt of the settlement check, Plaintiffs shall file and serve a Notice of Voluntary Dismissal with Prejudice of all claims pending in this lawsuit. Further, Plaintiffs and Defendant shall each bear their own attorneys' fees and costs with respect to this lawsuit.

3. This Settlement is contingent upon its approval by the Charlotte County BOCC, which will consider same at its regularly scheduled meeting on Tuesday, October 14, 2014.

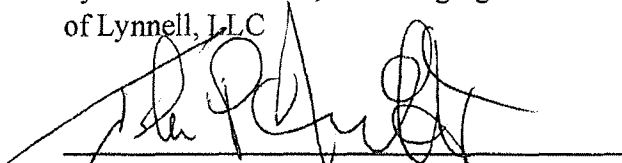
4. Assuming the settlement is approved by the Charlotte County BOCC and the settlement payment is timely made, Plaintiffs hereby release, relinquish, quit-claim, remise, acquit, satisfy and forever discharge Defendant (including its employees, representatives, and agents) of and from any all manners of actions, 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, in law, or in equity, which Plaintiffs ever had or now has, including but not limited to, any claims relating in any way whatsoever to the issues raised in this lawsuit.

5. Each signatory to this Stipulation has entered into same freely and without duress after having consulted with attorneys and/or professionals of their choice. Both parties contributed to the drafting of this Stipulation and, as a result, it shall not be construed against either party. This Stipulation shall be binding upon and shall inure to the benefit of all parties hereto and their respective successors and assigns. This Stipulation may only be modified in writing executed by all parties.

6. This Stipulation may be executed by the parties in multiple counterparts, which, when taken together, shall be deemed to be one Stipulation as if the parties had signed the same document. A signed facsimile or e-mail copy of this Stipulation shall be deemed to be an original and shall be enforceable just as if it contained an original signature of the party against whom enforcement is sought.



Lynne W. Washburn, as Managing Member  
of Lynnell, LLC



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John P. Arnold, Jr. as Managing Member  
of Rotunda Group Investments, LLC

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Kenneth W. Doherty, Chairman  
Board of County Commissioners  
of Charlotte County

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Counsel for Defendant

By  13399  
for Clayton W. Crevasse, Esq.  
Florida Bar No. 309621

By \_\_\_\_\_  
Brian M. Beason, Esq.  
Florida Bar No. 498645

Dated: October 8, 2014

Dated: October \_\_\_\_\_, 2014

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing has been furnished by Electronic Mail to the following on this 8<sup>th</sup> day of October, 2014:

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