

SETTLEMENT AGREEMENT

_____(SPACE ABOVE THIS LINE FOR RECORDING DATA)_____

KNOW ALL MEN BY THESE PRESENTS:

That **DICKERSON FLORIDA, INC.**, a Florida corporation, its' respective administrators, successors, assigns, related entities, employees, agents, principals, attorneys, officers, directors, and representatives, ("First Party"), for and in consideration of the sum of **SIX HUNDRED SEVENTY-FIVE THOUSAND and no/100 (\$675,000.00) DOLLARS**, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, do hereby release, acquit, and forever discharge the **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, and all individuals, persons, or corporations in privity with it, with the express exception of **AECOM USA, INC.**, including but not limited to **THE FORT PIERCE UTILITY AUTHORITY and FLORIDA DEPARTMENT OF TRANSPORTATION**, and its' respective administrators, successors, assigns, related entities, employees, agents, principals, attorneys, officers, directors, and representatives, ("Second Party"), of and from and any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespass, damages or demands, economic, noneconomic, compensatory, nominal and punitive, in whatever name or nature, in tort, in contract or by statute, in any manner arisen, arising, or growing out of any and all damages, expenses, or losses sought or claimed, of whatever name or nature, past, present, or future, known or unknown, from the beginning of the world until the date of execution of this agreement which said First Party ever had, now have, or which any personal

representative, successor, heir or assign of said First Party, hereafter can, shall or may have, against the Second Party for, upon, or by reason of any matter, cause or thing whatsoever which has arisen, arises from, or which may hereafter arise out of the incidents, claims, or matters which were alleged in, or could have been alleged in the case of **DICKERSON FLORIDA, INC.**, Plaintiff, v. **CITY OF FORT PIERCE, FLORIDA**, Defendant, Case No: 562014CA000260(BC), Circuit Court, St. Lucie County, Florida, together with all claims or causes of action arising from or related to that certain Unit Price Construction Contract for SR A1A Phase I Roadway Improvements, Bid No. 6008, dated November 1, 2010, between the First Party and Second Party as set out in said lawsuit; as well as any and all other claims First Party may have against Second Party arising out of any other work, contractual or otherwise, that First Party may have provided Second Party with regard to roadway construction work for or on any other phase of SR A1A Roadway Improvements.

As part of this settlement, the **CITY OF FORT PIERCE, FLORIDA** agrees to and assigns any and all claims it has against **AECOM USA, INC.** As part of this assignment, the **CITY OF FORT PIERCE, FLORIDA** agrees to execute any other documents legally necessary to formally effectuate the assignment, agrees to provide upon specific request from First Party any relevant documents not already in the possession of First Party that are related to the claim against **AECOM USA, INC.**, and agrees to fully cooperate with **DICKERSON FLORIDA, INC.** in its' prosecution of the **AECOM USA, INC.** claim. **DICKERSON FLORIDA, INC.** shall be fully responsible for any attorney fees and costs associated with pursuing the **AECOM USA, INC.** claim.

This settlement covers and encompasses all claimable elements of damage and injuries under Florida law, known and unknown, including, but not limited to attorneys'

fees, costs, and interest. Further, the First Party hereby agrees to indemnify, to save, defend, and hold harmless the Second Party from and of any and all claims, subrogated interests, or liens of any third parties, and any and all other subrogated interests or liens, regardless of their source, including any and all mechanic's, materialman's, or laborer's liens.

ALL PARTIES TO THIS SETTLEMENT AGREEMENT ARE TO BEAR THEIR OWN RESPECTIVE ATTORNEY'S FEES AND COSTS. THE FIRST PARTY WILL FILE WITH THE COURT A NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE AGAINST SECOND PARTY IN THE ABOVE-REFERENCED CIRCUIT COURT CASE UPON EXECUTION OF THIS SETTLEMENT AGREEMENT BY BOTH PARTIES.

The First Party hereby acknowledge that they understand and accept all of the terms and conditions herein and that this is a settlement of the herein mentioned claims without an admission of liability therefore on the part of any party to this agreement.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 9TH day of APRIL, 2015.

Signed, sealed and delivered in presence of:

Larry T. Dale
DICKERSON FLORIDA, INC.

Witness:
Donna Zales

Witness:
Rob McLaughlin

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared LARRY T. DALE for DICKERSON FLORIDA, INC., to me known to be the person described in, who took an oath, who read and executed the foregoing instrument, and who acknowledged before me that he/she is authorized to execute, and did execute the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9TH day of APRIL, 2015.

Antoinette Peterson
Notary Signature-State of Florida at Dale
Printed: Antoinette Peterson
My Commission Expires: 9/29/2018
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF148809
Expires 9/29/2018

Personally Known OR Produced Identification

Type of Identification Produced _____

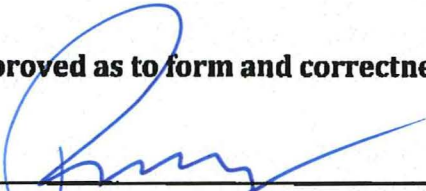
CITY OF FORT PIERCE, a Florida municipal corporation

Linda Hudson, Mayor

Witness:

Witness:

Approved as to form and correctness



Robert V. Schwerer, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____ for the **CITY OF FORT PIERCE, FLORIDA.**, to me known to be the person described in, who took an oath, who read and executed the foregoing instrument, and who acknowledged before me that he/she is authorized to execute, and did execute the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2015.

Notary Signature-State of Florida at Large
Printed:
My Commission Expires:

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____