

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into as of the Effective Date (defined below), between Linda Capozzoli, an individual (“**Ms. Capozzoli**”), and Marion County, a political subdivision of the State of Florida (“**County**”) (individually a “**Party**” or collectively the “**Parties**”).

RECITALS

A. Ms. Capozzoli is the owner of certain real property located at 7325 SW 80th Street, Ocala, Marion County, Florida 34476, consisting of 19.75 ± acres (parcel number 35460-039-00) located at the northwest corner of Southwest 80th Street and Southwest 72nd Court, approximately 0.6 miles west of State Road 200, within the unincorporated County (the “**Property**”).

B. On or about October 10, 2025, Ms. Capozzoli filed two applications with the County for the proposed development of the Property as a residential subdivision with up to 72 residential dwelling units (the “**Project**”).

C. One of the applications was for a small-scale comprehensive plan amendment to change the future land use designation of the Property from Low Residential (LR) to Medium Residential (MR) (the “**FLUM Amendment**”).

D. The other application was for a concurrent rezoning of the Property from General Agriculture (A-1) to Planned Unit Development (PUD) to allow for development of the Project (the “**Rezoning**”).

E. The County’s professional staff recommended approval of the FLUM Amendment and Rezoning in its written staff report.

F. On November 24, 2025, the County Planning and Zoning Commission recommended approval of the FLUM Amendment and Rezoning.

G. The County published notice of its intent to adopt an ordinance regarding the FLUM Amendment and Rezoning on December 1, 2025 (“**Notice**”), but the Notice did not comply with applicable law.

H. On December 16, 2025, the County Board of County Commissioners (“**BCC**”) voted to deny the FLUM Amendment.

I. On January 14, 2026, Ms. Capozzoli filed a Joint Request for Mediation Pursuant to Section 163.3181(4), Fla. Stat. / Request for Relief Pursuant to Section 70.51, Fla Stat. with the County (“**Petition**”).

J. On January 15, 2026, Ms. Capozzoli filed a Complaint for Declaratory and Injunctive Relief, styled as *Linda Capozzoli v. Marion County, Florida*, in the Circuit Court of the Fifth Judicial Circuit, In and For Marion County, Florida, Case No.: 42-2026-CA-000105 (“**Lawsuit**”).

K. Following the initiation of the Petition and Lawsuit, the Parties engaged in negotiations before proceeding to mediation and have reached resolution to the dispute between the Parties.

NOW THEREFORE, in consideration of the promises and covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, agree as follows:

TERMS AND CONDITIONS

1. Recitals; Defined Terms. The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. Purpose. The Parties understand and agree that the terms of this Agreement are for the purpose of resolving a dispute between the Parties, and no statement made in the Agreement is to be construed as an admission of any kind or nature.

3. Abatement of Proceedings.

a. Subject to the County's compliance with this Agreement, Ms. Capozzoli agrees to hold the Petition and Lawsuit in abeyance while this Agreement is in effect. The Parties agree to cooperate and take the necessary steps to effectuate said abeyance.

b. The County agrees to accept service of process in the Lawsuit, and the Parties agree to take the necessary steps to stay the Lawsuit.

4. Resubmittal.

a. In light of the Notice defect, the County hereby waives the normal 12-month period for refiling an application for a small scale plan amendment and concurrent PUD rezoning for the Project ("**Refiling Limitation**"). Ms. Capozzoli will submit to the County new applications for a FLUM Amendment and Rezoning of the Property for the Project or a modified version thereof that does not exceed 72 residential dwelling units ("**New Applications**"). The County will process the New Applications consistent with its adopted Comprehensive Plan and Code of Ordinances, subject to the following conditions: (1) if the New Applications are not presented to the BCC for a vote within six (6) months after the Effective Date, they shall be deemed to be withdrawn; and (2) if the New Applications are voluntarily withdrawn by Ms. Capozzoli or deemed to be withdrawn in accordance with the foregoing condition, this Agreement shall terminate.

b. The application fees associated with the New Applications are waived.

c. The County shall have no obligation to approve the New Applications.

5. Dismissal of Dispute. In the event that the County approves the New Applications in a form that is, and subject only to conditions that are, mutually acceptable to the Parties ("**Approval**"), then Ms. Capozzoli shall dismiss the Petition and the Lawsuit within thirty (30) days after such Approval

becomes final and non-appealable. In the event that the County does not grant Approval within six (6) months after the Effective Date, or within such extended timeframe as may be agreed by the parties in writing, then this Agreement shall terminate. In the event that Approval is granted by the County, but an appeal, petition for writ of certiorari, declaratory action or other legal challenge is filed by any third party challenging the Approval, then Ms. Capozzoli shall dismiss the Petition and the Lawsuit unless she elects to intervene and participate with the County in the defense of such challenge. In the event that this Agreement terminates, it shall be void *ab initio*, and the County may reinstate the Refiling Limitation and Ms. Capozzoli may proceed with the Petition and the Lawsuit as though this Agreement had never been entered into.

6. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their successors and assigns.

7. Paragraph Headings. The headings are for convenience purposes only and do not vary the content or scope of the Agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter provided in the Agreement and supersedes any prior agreements, commitments, representations, undertakings or understandings between the Parties, whether written or oral.

9. Amendment. Any amendment to this Agreement shall be in writing, executed by all Parties.

10. Construction. Each Party acknowledges that the Parties participated equally in the drafting of this Agreement and, therefore, no court construing this Agreement shall construe it more stringently against one Party than the other.

11. Execution and Counterparts. To facilitate execution, the Parties agree that this Agreement may be executed in as many counterparts as may be required and it is sufficient that the signature of one person on behalf of each Party, with authority to bind the Party, sign each counterpart document. Each person executing this Agreement on behalf of an entity represents that he or she has full authority and legal power to do so and to bind the entity on whose behalf he or she has executed this Agreement. A telecopy or electronic transmission of an executed counterpart of this Agreement shall be considered an original executed counterpart for all purposes.

12. Notices. Any notice given or served upon a Party in connection with this Agreement must be in writing and will be deemed delivered and received: (i) when received; (ii) when delivered by hand delivery; (iii) when sent via e-mail solely to the extent a recipient has provided an email address below; (iv) within three (3) days when delivered by United States Mail, postage prepaid, registered or certified mail, return receipt requested; or (v) within the next business day when delivered by a national courier service such as Federal Express for delivery no later than the next business day; and addressed to the Party as provided below. Any Party may change its contact information for the purpose of this notice paragraph by giving written notice of the change to the other Party as provided above in this paragraph. Each Party's counsel is expressly permitted to execute and deliver notices for the Parties they represent:

To Ms. Capozzoli: Linda Capozzoli
7325 SW 80th Street
Ocala, Florida 34476
linda.kellypest@gmail.com

With A Copy To: Akerman LLP
Chris Roper, Esq.
420 South Orange Avenue, Suite 1200
Orlando, FL 32801
chris.roper@akerman.com

To Marion County: Marion County, Florida
Attn: Honorable Carl Zalak, III
Chairman, County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471
Carl.Zalak@MarionFL.org

With A Copy To: Marion County, Florida
Matthew Minter, Esq.
County Attorney, Marion County
601 SE 25th Avenue
Ocala, FL 34471
Matthew.Minter@marionfl.org

13. Enforcement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. In the event that a Party breaches the terms of this Agreement and fails to cure the breach within ten (10) days after being provided written notice thereof pursuant to this Agreement, the non-breaching Party shall be entitled to seek injunctive relief to prevent breaches and specifically enforce the terms and provision of this Agreement in a court of competent jurisdiction in Marion County, Florida.

14. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida.

15. Time of the Essence. Time is of the essence in this Agreement.

16. Effective Date. The effective date of this Agreement shall be the date when the last one of the Parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures ("**Effective Date**").

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LINDA CAPOZZOLI,
an Individual


Linda Capozzoli

Date: 2/23/2026

MARION COUNTY,
a political subdivision of the State of Florida

By: _____
Carl Zalak, III, Chairman

Date: _____

ATTEST:

By: _____
Gregory C. Harrell, Clerk of Court

APPROVED AS TO FORM:

By: _____
Matthew G. Minter, County Attorney