

**Arnold, Bradley**

**From:** Barbara Malatino [bmalatino@mcfarlandgouldlaw.com]  
**Sent:** Monday, December 21, 2009 12:14 PM  
**To:** Arnold, Bradley  
**Subject:** Assignment of Panasoffkee Shell Settlement Agreement FMI/SWFWMD/Sumter County

December 21, 2009

Mr. Bradley Arnold  
County Administrator  
Board of Sumter County Commissioners  
Bradley.Arnold@sumtercountyfl.gov

Dear Mr. Arnold:

I submit this email communication in furtherance of our conference on November 30, 2009, concerning the aforementioned matter.

My client has authorized the submission of the following proposal, which will allow Sumter County to consummate the assignment with SWFWMD and move forward with its planned utilization of the subject site for its intended developmental purposes.

Initially, my client was interested in consenting to the subject assignment, in consideration of Sumter granting it the ability to cleanse the fine material from the shell with a double pass vibratory shaker screen, which will not require the addition of any water and all residue will be left on site, in addition to providing my client the same time frame the District has reserved for its self-utilization of the subject property. I understand that this is not the most desired option, but it still remains viable for my client and, potentially, could resolve the negotiation of alternative Swiftmud sites, which would allow Sumter the opportunity to utilize a portion of the subject property presently.

Alternative options include Sumter County's agreement to purchase a minimum of \$100,000.00 US of the shell per year for four (4) years, at the price of \$2.65 US per yard, to be harvested during the original time line granted by Swiftmud.

The third option would involve a conveyance of any and all interest of my client in the subject shell for a total value of \$800,000.00 US, which can be paid over eight (8) years, with a reservation granted unto my client, such that it has the right to remove 20,000 cubic yards of the shell for a stockpile off site within three (3) months of the transfer; after the ninety (90) day time period, the site, for all purposes, shall vest in Sumter County.

My client would be interested in exploring any of the above-referenced options, a combination thereof, or proposals which incorporate the basic tenor of the settlement.

I submit these proposals for your consideration and review, consistent with the agreement to delineate the parameter of acceptable proposals, so that each may further explore the prospect of a resolution, which will enable Sumter County to utilize the opportunities presented without having to wait approximately four (4) years for the expiration of the pending contract, yet position it in an economically feasible manner, so that it may net economic benefit while at the same time recognizing my client's lost opportunity and lost revenue for which Swiftmud entered into the agreement to restore "hard dollars" to my client for fuel and cost overruns.

If you would like to discuss in greater detail the substance outlined herein, kindly contact my office, and

12/21/2009

we will certainly accommodate you in that regard.

Sincerely,

Chuck Sullivan

C.A. Sullivan, Esquire  
McFarland, Gould, Lyons, Sullivan & Hogan, P.A.  
311 South Missouri Avenue  
Clearwater, FL 33756  
Telephone: 727-461-1111  
Facsimile: 727-461-6430  
[www.mcfarlandgouldlaw.com](http://www.mcfarlandgouldlaw.com)

NOTICE: This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, is confidential, and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error and then delete it. Thank you.

12/21/2009