



Tony Kennon, Mayor  
Jack Robertson, Council  
Ginger Harrelson, Council  
Jerry Johnson, Council  
Jeff Silvers, Council  
Robert Stuart II, Council

Ford Handley, City Administrator  
Renee Eberly, City Clerk  
Jamie Logan, City Attorney

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## SPECIAL-CALLED CITY COUNCIL MEETING AGENDA

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[IGNORE\_INDENT]

I. Call to Order

II. Roll Call

III. Consideration of Agenda

IV. New Business

Miscellaneous

Resolutions

1. Resolution authorizing settlement in the case of *Wireman, et al., v. The City of Orange Beach*.

Public Hearings

Ordinances

V. Public Comments

VI. Adjourn



**SPECIAL-CALLED CITY COUNCIL MEETING  
NOVEMBER 21, 2025**

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**Departments:** City Clerk

**Description of Topic:** Resolution authorizing settlement in the case of *Wireman, et al., v. The City of Orange Beach*.

**Background/Description:**

**Action Options/Recommendation:**

**Source of Funding (if applicable):**

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**ATTACHMENTS:**

1. 11-21-25 25-xxx Authorize Settlement of Litigation Wireman Turquoise Properties
2. 2025.11.21 Settlement Agreement Wireman Turquoise Properties

**RESOLUTION NO. 25-xxx**

**A RESOLUTION AUTHORIZING SETTLEMENT IN THE CASE OF  
WIREMAN, ET AL., V. THE CITY OF ORANGE BEACH**

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FINDINGS:

1. The City Council of the City of Orange Beach has been advised that *Wireman et al v. The City of Orange Beach*, a lawsuit, which is pending in the Circuit Court of Baldwin County, Alabama, has been the focus of mediation between the City and the Plaintiff.
2. Mediation has resulted in the parties reaching a proposed agreement as attached hereto resolving all pending issues.
3. As a part of the proposed agreement, the City shall transfer certain real property to the plaintiffs as described within the agreement attached hereto.
4. Property being transferred pursuant to this Agreement is no longer necessary for municipal or public purpose as evidenced by Ordinance No. 2024-1484 adopted by City Council on September 3, 2024.
5. After having reviewed the attached agreement and being advised of the terms and implications thereof by the City Attorney, the City Council has determined that the terms are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the terms of the attached Settlement Agreement in substantially the form and of substantially the content now before the City Council by and between the plaintiffs and the City of Orange Beach, Alabama, are hereby authorized and approved in full and complete settlement of Civil Action No. CV-2020-900803 in the Circuit Court of Baldwin County, Alabama, and that the Mayor is hereby authorized to undertake all actions necessary to effectuate said settlement as set out in the Settlement Agreement subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 21<sup>st</sup> DAY OF NOVEMBER, 2025.

\_\_\_\_\_  
Renee Eberly  
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, which was duly and legally adopted at a special-called meeting of the City Council on November 21, 2025.

\_\_\_\_\_  
City Clerk

## AMENDED AND RESTATED SETTLEMENT AGREEMENT AND RELEASE

This Amended and Restated Settlement Agreement and Release (“Agreement”) is entered into as of the \_\_\_ day of November, 2025 (the “Effective Date”) between (a) Turquoise Properties, L.L.C., an Alabama limited liability company (“Turquoise Properties”) and Larry Wireman (“Wireman”, and collectively with Turquoise Properties, “Plaintiffs”), and (b) the City of Orange Beach, Alabama (“Defendant”). Plaintiffs and Defendant shall be referred to as the “Litigation Parties” and individually as a “Litigation Party”. The Agreement is also entered into by Judy Wireman and Cayman Grill, LLC (collectively, “Cayman”), who acknowledge receipt of consideration for their participation in this Agreement. The Litigation Parties and Cayman shall be referred to as the “Parties” and individually as a “Party”.

### BACKGROUND

WHEREAS, Plaintiffs filed suit against Defendant in the Circuit Court for Baldwin County, Alabama, styled *Turquoise Properties, LLC, et al. v. City of Orange Beach*, Case No. 05-CV-2020-900803 (the “Litigation”), relating to certain properties heretofore conveyed by Turquoise Properties to Defendant (the foregoing circumstances, as more particularly set forth in the pleadings to said Litigation, referred to herein as the “Dispute”); and

WHEREAS, the Litigation Parties previously reached a settlement agreement; and

WHEREAS, the transfers of properties as set forth in that settlement agreement did not go forward, leading to Defendant filing a Motion to Enforce Settlement Agreement; and

WHEREAS, the Litigation Parties agreed to mediate their dispute, including resolution of the Motion to Enforce Settlement Agreement, and including the participation of Judy Wireman, wife to Wireman and the owner/controlling member of October Investments, LLC (which held title to some of the properties to be conveyed to Defendant in the prior settlement agreement) and of Cayman Grill, LLC (which holds title to other properties that the Litigation Parties have from time to time included in their settlement negotiations); and

WHEREAS, the Parties at mediation reached a new agreement in principle to settle the Litigation, generally as set forth in the Mediation Settlement Agreement, attached as Exhibit A, which is incorporated herein; and

WHEREAS, without any admission of fault by any Party, the Parties wish to settle this dispute to avoid the cost and requirements of litigation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

**1. Agreed transfer of properties.** Subject to the terms and conditions hereof, the Parties agree to transfer title to properties within sixty (60) days of Council approval as follows:

(a) Defendant will convey to Turquoise Properties or Wireman those certain tracts of real estate designated in the Baldwin County Revenue Commissioner’s records as (i) PIN 273826 (the “Gulf Tract”), located at 26302 Perdido Beach Blvd., Orange Beach, AL, consisting of approximately .996 acres, and (ii) PIN 313406, together with any rights that Defendant may have as a property owner of PIN 313406 with respect to the abutting area shown on the Revenue Commissioner’s records as Turquoise Lane and McKissack Avenue (collectively, the “Cotton Bayou Tract”), consisting of approximately 5.7 acres (the Gulf Tract and the Cotton Bayou Tract, collectively referred to as the “Turquoise Properties Acquisition”

Tracts”). For the avoidance of doubt, Defendant is not conveying any title to Turquoise Lane and McKissack Avenue in its capacity as a municipality (if those are publicly dedicated rights of way). The Turquoise Properties Acquisition Tracts are conveyed with their existing zoning designations, with no representations being made that there will be any changes to zoning requirements for the properties.

(b) In exchange, Cayman will convey to Defendant those certain tracts of real estate designated in the Baldwin County Revenue Commissioner’s records as (i) PIN 67231 located on or near Canal Road in Orange Beach, AL, (ii) PIN 63101 located on or near Canal Road in Orange Beach, AL, and (iii) PIN 38048 located on or near Canal Road in Orange Beach, AL (collectively referred to as the “City Acquisition Tracts”). Cayman represents and warrants that it owns the City Acquisition Tracts.

(c) Plaintiffs will grant Defendant a permanent easement (vehicular and pedestrian) over the Gulf Tract for access to and from the Gulf of Mexico and adjacent beach for the purpose of providing municipal services.

(d) Defendant shall pay to Plaintiffs the sum of Five Hundred Thousand Dollars (\$500,000.00) upon closing of all properties to be exchanged herein.

(e) Plaintiffs and Cayman shall ensure that the ABC Store tenant currently located adjacent to the Orange Beach High School will vacate the current location within 30 days of the end of the current lease term in March 2026 or the issuance of the Certificate of Occupancy for the new building located at 25431 Canal Road, whichever is later. Plaintiffs represent that the ABC Store tenant has already agreed to this anticipated move.

(f) Defendant will initiate and diligently prosecute to completion the process to vacate any right of way or roadway lying within or abutting the Cotton Bayou Tract, including Turquoise Lane and/or McKissack Avenue (the “ROW Vacation”) to the extent necessary to convey any rights it may have in the same as a property owner of PIN 313406 to Plaintiffs as part of the Cotton Bayou Tract. Or alternatively, Defendant agrees to cooperate with Turquoise Properties post-acquisition of the Gulf Tract in its efforts for the ROW Vacation.

**2. Approval by City Council.** The Parties understand that Defendant is a municipal corporation, and this settlement must be approved by the City Council. The Parties intend to submit this settlement for approval by the City Council at the latest at its regular Council meeting scheduled for December 2, 2025.

**3. Title Work.** Both Litigation Parties (or Cayman) will provide the other a title commitment for the properties being transferred naming the other party as the proposed insured. Any liens and encumbrances which secure the payment of indebtedness or assessments, or are otherwise dischargeable by the payment of money, shall be shown on the Commitments as “Requirements” that must be discharged by the applicable owner of such property on or before Closing.

**4. Plaintiffs’ Title Objection Process.** Plaintiffs shall have seven (7) days (the “Plaintiff Title Review Period”) after receipt of the title commitment(s) to notify the Defendant, in writing, of such objections as Plaintiffs may have to any legal defects in title shown in the title commitment. Any item contained in the title commitment to which Plaintiffs do not object shall be deemed to have been approved by Plaintiffs. In the event Plaintiffs timely notify Defendant of an objection, Defendant shall have ten (10) days within which Defendant shall have the right, but not the obligation, to agree to cure or remove such objection and enable Plaintiffs to receive a revised commitment evidencing such cure or removal. If Defendant fails to agree to either cure or remove such objection to the reasonable satisfaction of Plaintiffs,

Plaintiffs may terminate this Agreement by written notice to the Defendant at any time within three (3) days of the expiration of the cure period in which event the Parties will have no further obligations hereunder other than those obligations which expressly survive by their terms. Failure of Plaintiffs to so terminate this Agreement shall be deemed to mean that Plaintiffs have elected to waive all uncured objections and to accept such title as Defendant is able to convey, and such uncured objections shall be deemed to be "Plaintiff Permitted Exceptions" (as hereinafter defined). As used in this Agreement, the term "Plaintiff Permitted Exceptions" shall mean:

(a) those matters reflected in the commitment which either are not objected to in writing within the time period provided in this Section, or if objected to in writing by Plaintiffs within the time period provided in this Section, are those which Defendant has elected not to remove or cure, and Plaintiffs have elected to waive or are deemed to have elected to waive;

(b) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the Closing;

(c) local, state and federal laws, ordinances or governmental regulations, including building, zoning and subdivision laws, ordinances and regulations, flood zones, and mining and reclamation laws and regulations, now or hereafter in effect relating to the Turquoise Properties Acquisition Tracts; and

(d) prior reservations of oil, gas, and mineral rights.

**5. Defendant's Title Objection Process.** Defendant shall have seven (7) days (the "City Title Review Period") from receipt of the title commitment(s) to notify Plaintiffs, in writing, of such objections as the Defendant may have to any legal defects in title shown in the title commitment given to the Defendant. Any item contained in the commitment to which the Defendant does not timely object shall be deemed to have been approved by the Defendant as then reflected in the commitment. In the event the Defendant shall notify Plaintiffs of an objection, Plaintiffs shall have ten (10) days within which Plaintiffs shall have the right, but not the obligation, to agree to cure or remove such objection and enable the Defendant to receive a revised commitment evidencing such cure or removal. If Plaintiffs fail to agree to either cure or remove such objection to the reasonable satisfaction of the Defendant and the Title Company prior to the expiration of the cure period, the Defendant may terminate this Agreement by written notice to the other Parties at any time within three (3) days of the expiration of the cure period, in which event the Parties will have no further obligations hereunder other than those obligations which expressly survive by their terms. Failure of the Defendant to so terminate this Agreement shall be deemed to mean that the Defendant has elected to waive all uncured objections and to accept such title as the applicable owner is able to convey, and such uncured objections shall be deemed to be "Defendant Permitted Exceptions" (as hereinafter defined). As used in this Agreement, the term "Defendant Permitted Exceptions" shall mean:

(a) those matters reflected in the Defendant's commitment which either are not objected to in writing within the time period provided in this Section, or if objected to in writing by the Defendant within the time period provided in this Section, are those which Plaintiffs have elected not to remove or cure, and the Defendant has elected to waive or is deemed to have elected to waive;

(b) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the Closing;

(c) local, state and federal laws, ordinances or governmental regulations, including building, zoning and subdivision laws, ordinances and regulations, flood zones, and mining and reclamation laws and regulations, now or hereafter in effect relating to the City Acquisition Tracts; and

(d) prior reservations of oil, gas, and mineral rights.

**6. Due Diligence on City Acquisition Tracts.** The period of time commencing as of the approval date by the City Council (see Section 2 above) and ending thirty (30) days thereafter is called the “Due Diligence Period”. Cayman and Plaintiffs hereby grant to Defendant and its agents and contractors a license during the Due Diligence Period to fully inspect the City Acquisition Tracts and make such inspections, surveys, tests, reports and investigations of the City Acquisition Tracts as Defendant may deem appropriate or desirable. Such inspections shall be at the risk of the Defendant. Upon completion of Defendant’s inspections and tests, Defendant shall restore the City Acquisition Tracts to substantially the same condition as existed before Defendant’s entry upon the City Acquisition Tracts, which obligation shall survive the termination of this Agreement. Prior to entering the City Acquisition Tracts, Defendant shall notify and coordinate any such site visit with Plaintiffs or Cayman. If, during the Due Diligence Period, the Defendant discovers a condition to the City Acquisition Tracts which (i) is a materially adverse condition, (ii) constitutes a “recognized environmental condition”, (iii) is reflected on a survey as a material matter adversely affecting title, or (iv) would otherwise materially impair the Defendant’s ability to utilize the subject property for its intended purpose, then the Defendant shall have the right to terminate this Agreement by providing written notice thereof to the other Parties on or before the expiration of the Due Diligence Period, in which event, the Parties will have no further obligations hereunder other than those obligations which expressly survive by their terms.

**7. Due Diligence on Turquoise Properties Acquisition Tracts.** Defendant hereby grants to Plaintiffs and their agents and contractors a license during the Due Diligence Period to fully inspect the Turquoise Properties Acquisition Tracts and make such inspections, surveys, tests, reports and investigations of the Turquoise Properties Acquisition Tracts as Plaintiffs may deem appropriate or desirable. Such inspections shall be at the risk of Plaintiffs. Upon completion of Plaintiffs’ inspections and tests, Plaintiffs shall restore the Turquoise Properties Acquisition Tracts to substantially the same condition as existed before their entry upon the Turquoise Properties Acquisition Tracts, which obligation shall survive the termination of this Agreement. Prior to entering the Turquoise Properties Acquisition Tracts, Plaintiffs shall notify the Defendant and coordinate any such site visit. If, during the Due Diligence Period, Plaintiffs discover a condition to the Turquoise Properties Acquisition Tracts which (i) is a materially adverse condition, (ii) constitutes a “recognized environmental condition”, (iii) is reflected on a survey as a material matter adversely affecting title, or (iv) would otherwise materially impair Plaintiffs’ ability to utilize the subject property for its intended purpose, then Plaintiffs shall have the right to terminate this Agreement by providing written notice thereof to the Defendant on or before the expiration of the Due Diligence Period, in which event, the Parties will have no further obligations hereunder other than those obligations which expressly survive by their terms.

**8. Affirmative Covenants.** The Parties agree to comply with the following covenants until Closing with respect to their respective properties described above:

(i) to maintain such property in the same physical condition as presently exists, and not to make any alterations, modifications or improvements to such property, unless necessitated by health or safety exigencies;

(ii) to refrain from entering into or modifying any leases, contracts or agreements affecting such property which are not terminable at will; and

(iii) to refrain from applying for, consenting to, or entering into any change in zoning, de-annexation, annexation, variance, or other contracts or agreements which affect such property (other than the ROW Vacation).

**9. Insurance, Damage or Destruction.** Prior to Closing, the Parties agree to obtain and keep in force “all risk” coverage insurance in the customary form in the vicinity where the properties are located insuring the replacement value of any improvements on the properties owned by such Parties (the “Insured Improvements”). In the event that any Insured Improvements are damaged by fire or other casualty prior to Closing and such damage has not been substantially repaired by the Closing, the Party acquiring such property hereunder will receive from the applicable owner at Closing an assignment of all of such owner’s interest in and to all insurance proceeds which may be payable to such owner on account of any such casualty, less all out-of-pocket costs reasonably incurred by such owner prior to Closing in repairing such damage.

**10. Closing.** Unless this Agreement is earlier terminated as provided herein, the consummation of the conveyances contemplated hereby (the “Closing”) shall take place within sixty (60) days of the Effective Date. The Closing shall take place in escrow at the offices of the applicable title company who issued the title commitment with respect to such property, or at such other place as may be mutually agreed upon by the Parties. A Party shall be entitled to close on the Property by mail or overnight carrier and need not be physically present at Closing.

**11. Prorations.** Ad valorem taxes and rents will be prorated as of 12:01 a.m. of the Closing Date with respect to the properties on the basis of the most recent ascertainable data.

**12. Plaintiffs’ and Cayman Deliverables.** At the Closing, Cayman shall execute, acknowledge and deliver to Defendant (a) a statutory warranty deed in recordable form, conveying fee simple title to the City Acquisition Tracts, free and clear of any liens or encumbrances, subject only to the Defendant Permitted Exceptions applicable to each property, (b) the easement provided for in Section 1(c) and (c) owner’s, lien waiver, broker, bankruptcy, judgment and tax lien affidavits, using the standard forms customarily employed by the title company, together with an affidavit under Section 1445 of the Internal Revenue Code, and such documentation as may be necessary or appropriate to cause the title company to delete the “standard exceptions” and to otherwise carry out the spirit of this Agreement.

**13. Defendant Deliverables.** At the Closing, Defendant shall make the payment described in Section 1(d), and execute, acknowledge and deliver to Turquoise Properties (or Wireman if so desired) (a) a statutory warranty deed in recordable form, conveying fee simple title to the Turquoise Properties Acquisition Tracts to Turquoise Properties (or Wireman if so desired), free and clear of any liens or encumbrances, subject only to the Plaintiff Permitted Exceptions applicable to each property, and (b) owner’s, lien waiver, broker, bankruptcy, judgment and tax lien affidavits, using the standard forms customarily employed by the title company, together with an affidavit under Section 1445 of the Internal

Revenue Code, and such documentation as may be necessary or appropriate to cause the title company to delete the “standard exceptions” and to otherwise carry out the spirit of this Agreement.

**14. Title Insurance and Recording Costs.** The grantee of each property shall pay for the title insurance, settlement agent fee and deed recording tax and costs for such property.

**15. General Mutual Release.** Except for obligations arising under this Agreement, AND EXPRESSLY SUBJECT TO AND CONDITIONED UPON THE OCURRENCE OF THE CLOSING AND DISMISSAL OF THE LITIGATION, the Parties, on behalf of themselves, their predecessors, successors, affiliates, and assigns, and their attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge each of the other Parties, together with their predecessors, successors, affiliates, and assigns, and their attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which any Party may have, may have had at any time heretofore or may have at any time hereafter, arising from, resulting from, or in any manner incidental or related to any matter, thing or event, occurring or failing to occur at any time in the past, up to and through the Effective Date, whether or not apparent or yet to be discovered, including any facts and circumstances underlying the basis of the Dispute or the Litigation. This Agreement resolves any claim for relief that is, or could have been alleged, no matter how characterized, including compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Dispute. Notwithstanding the foregoing, this release shall not be deemed to release a Party from its obligations hereunder.

**16. No Outstanding or Known Future Claims/Causes of Action.** Each Party affirms that it has not filed with any governmental agency or court any type of action or report against another Party other than the Litigation, and currently knows of no existing act or omission by another Party that may constitute a claim or liability excluded from the release discussed above.

**17. Acknowledgment of Settlement.** The Parties acknowledge that the consideration set forth in this Agreement, which includes, but is not limited to, the sale and purchase of the properties as set forth in this Agreement, is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the other Party, including by reason of the Dispute.

**18. No Admission of Liability.** The Parties acknowledge that the terms of this Agreement were agreed upon as a compromise and final settlement of disputed claims, and may not be construed as, an admission of liability by any Party.

**19. Dismissal of Litigation.** Upon the completion of the Closing, Plaintiffs shall take whatever actions are necessary to ensure that the Litigation is dismissed in its entirety as to all defendants named therein, with prejudice and without costs or fees, within 7 days. Defendant will cooperate with Plaintiffs in securing the dismissal of the Litigation as appropriate.

20. **Agreement is Legally Binding.** The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates.

21. **Entire Agreement.** The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof, and specifically supersedes and replaces any prior executed Settlement Agreement relating to the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

22. **New or Different Facts.** Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

23. **Interpretation.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement. The term “including” shall mean “including, without limitation”.

24. **Choice of Law:** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Alabama, United States of America, including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama.

25. **Attorneys' Fees.** The Parties acknowledge and agree that they are solely responsible for paying their own attorneys' fees and costs they incurred and that neither Party nor their attorneys will seek any award of attorneys' fees or costs from the other Party.

26. **Reliance on Own Counsel.** In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

27. **Counterparts.** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**28. Authority to Execute Agreement.** By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any charter, by-law, operating agreement, covenants, and/or other restrictions placed upon them by their respective entities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES TO FOLLOW ON PAGE 9]

**IN WITNESS WHEREOF**, and intending to be legally bound, each of the Parties and Cayman hereto has caused this Agreement to be executed effective as of the date set forth above.

\_\_\_\_\_  
**LARRY WIREMAN**, Individually

**TURQUOISE PROPERTIES, L.L.C.**

By: \_\_\_\_\_  
Larry Wireman  
Its Member

**CITY OF ORANGE BEACH**

By: \_\_\_\_\_  
Tony Kennon  
Its Mayor

Attest: \_\_\_\_\_  
City Clerk

[SEAL]

\_\_\_\_\_  
**JUDY WIREMAN**, Individually

**CAYMAN GRILL, LLC**

By: \_\_\_\_\_  
Judy Wireman  
Its Member

**EXHIBIT A**  
Mediation Agreement