

FIRST DISTRICT COURT OF APPEAL
STATE OF FLORIDA

No. 1D18-367

KEYSTONE AIRPARK AUTHORITY,

Appellant,

v.

PIPELINE CONTRACTORS, INC., a
Florida corporation; THE
HANOVER INSURANCE COMPANY,
a New Hampshire corporation;
and PASSERO ASSOCIATES,
L.L.C., a Florida limited liability
company,

Appellees.

On appeal from the Circuit Court for Clay County.
Don H. Lester, Judge.

December 5, 2018

PER CURIAM.

Keystone Airpark Authority appeals the trial court's award of attorneys' fees to Passero Associates based on Keystone not accepting Passero's proposal for settlement and following the entry of a summary judgment in favor of Passero. *See Fla. R. Civ. P. 1.442(c)*. Keystone asserts that the attorneys' fees award must be reversed because the release upon which Passero's proposal for settlement was conditioned lacked the required

particularity for the “relevant conditions” and “all nonmonetary terms of the proposal.” Fla. R. Civ. P. 1.442(c)(2)(C)-(D).

The release language at issue, while broad and expansive, does not impermissibly encompass “causes of action that may accrue in the future based on unrelated facts and events that have not yet occurred.” *See Ambeca, Inc. v. Marina Cove Village Townhome Ass’n, Inc.*, 880 So. 2d 811, 812 (Fla. 1st DCA 2004). Likewise, the release language describing the parties to be discharged is not so expansive that it lacks sufficient particularity to inform Keystone of the affiliated parties who would be governed by the release. *See Bd. of Trs. of Fla. Atlantic Univ. v. Bowman*, 853 So. 2d 507 (Fla. 4th DCA 2003). Accordingly, the order on appeal is

AFFIRMED.

ROBERTS, MAKAR, and BILBREY, JJ., concur.

Not final until disposition of any timely and authorized motion under Fla. R. App. P. 9.330 or 9.331.

James J. Taylor, Jr., and Katelyn J. Taylor of the Taylor Law Firm, P.A., Keystone Heights, for Appellant.

Curtis L. Brown of Wright, Fulford, Moorhead & Brown, P.A., Altamonte Springs, for Appellees.