

**SETTLEMENT AGREEMENT
AND
RELEASE OF MUNICIPAL LIEN**

This Settlement Agreement and Release of Municipal Lien ("Settlement Agreement") is made and entered into this _____ day of _____, 2018, by and between VIRGINIA C. BOONE, a married woman ("Boone") whose mailing address is 759 NE 42nd Street, Bay 2, Pompano Beach, Florida 33064-4262 and the CITY OF POMPANO BEACH ("City"), a Florida municipal corporation located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, Boone is the sole owner of the mixed-use store and residential rental property located at 2261 NE 12 Street, Pompano Beach, Florida 33062 (the "Property") which is the subject of a certain foreclosure action in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, styled *City of Pompano Beach v. Virginia C. Boone, et. al.*, Case No. 14-006316 CACE (08); and

WHEREAS, the City has one (1) Code Enforcement lien against the Property resulting from Case No. 14110042 which totals \$358,000.00; and

WHEREAS, Boone and the City have agreed to settle and completely resolve all of their outstanding differences, disputes and claims, asserted or unasserted, known or unknown, for a sum in settlement ("Settlement Sum") of the City's lien on the Property and out-of-pocket costs incurred to the subject litigation.

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained in this Settlement Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Boone and the City do hereby covenant and agree as follows.

1. Representations. All of the above statements are true and correct to the best of the parties' belief and knowledge.

2. Settlement Sum. Boone shall pay the City the total Settlement Sum of \$21,100 in accordance with the payment schedule set forth below.

\$ 7,100.00 due on or before March 1, 2018

\$ 7,000.00 due on or before April 1, 2018

\$ 7,000.00 due on or before May 1, 2018

Notwithstanding the foregoing, Boone may also pay the Settlement Sum in full earlier without penalty by the City.

3. City's Obligations. In exchange for payment in full of the Settlement Sum, the City shall timely execute a Release on Code Case 14110042 and record same in the Public Records of Broward County. In addition, the City shall execute and file a Notice of Dismissal of the Lis Pendens and a Stipulation for Dismissal With Prejudice in the pending foreclosure action with the Court retaining jurisdiction to enforce the terms of this Settlement Agreement.

4. Force Majeure. In the event Buyer's failure to perform any necessary repairs to the seawall is due to conditions beyond Buyer's control including accidents, death, acts of God, terrorism or force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for Buyer to correct the adverse effect of such event of force majeure.

5. No Precedent. It is understood and agreed by all parties hereto that this Settlement Agreement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases. Specifically, based on the Property's history of not being properly maintained, Mrs. Boone understands she should not expect any further leniency in the future if the Property is cited again for additional Code Enforcement violations that include the parking lot being in disrepair and not properly marked; public nuisance for an unauthorized accumulation of construction debris and garbage; and the building being in need of paint with a cracked balcony, cracked windows and holes in the exterior wall.

6. Complete Agreement. This Settlement Agreement constitutes the entire understanding of the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein in writing and all negotiations, understandings, conversations, and communications are merged into this Settlement Agreement. Each party warrants that it has not relied on any promises or representations outside of this Settlement Agreement.

7. No Oral Modifications. This Settlement Agreement can be modified, amended or revoked only by express written consent of all parties. No waiver of any of the provisions of this Settlement Agreement shall constitute a waiver of any of its other provisions.

8. Voluntary Agreement and Consultation with Counsel. Boone and the City represent and acknowledge that they (a) have read this Settlement Agreement and understand all its terms; (b) have made such investigation of the matters contained herein as deemed necessary and find the terms to be satisfactory; (c) execute this Settlement Agreement freely, voluntarily and without coercion, with full knowledge of its significance, binding effect and the legal consequences thereof; and (d) have been represented by counsel of their choice and have had adequate opportunity to review and consider the terms of this Settlement Agreement.

9. Non-Assignability. This Settlement Agreement is not assignable and all parties agree that they shall not sell, assign, transfer, merge or otherwise convey any of their respective interests, rights, or obligations under it, in whole or in part, to any other person, corporation or entity.

10. Non-Assignment of Claims. Each party represents and warrants that no other

person or entity has or has had any interest in the claims, demands, or obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to herein.

11. Authority. Each party expressly covenants, represents and warrants that it has the authority to enter into this Settlement Agreement, and that each person signing on behalf of Boone and the City has the requisite power to bind that person, public body or entity.

12. Governing Law. This Settlement Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to the conflict of law rules thereof and shall not be more strictly construed against one party than against the other by virtue of the fact that it may have been physically prepared by one party or its attorney.

13. Severability. Should any provision of this Settlement Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

14. Expenses. Each of the parties shall bear their own costs and expenses incurred or to be incurred in connection with, related to or arising out of this Settlement Agreement, including any transactions contemplated herein.

15. Further Assurances. Each of the parties shall execute and deliver any and all additional paper, documents, and other assurances, and shall take such additional actions as may be necessary in connection with the performance of their obligation hereunder to carry out the intent of the parties with respect to this Settlement Agreement.

16. No Obligation to Third Parties. Except for the parties to this Settlement Agreement and as otherwise provided herein, no person or entity is intended to be a beneficiary of any of its provisions and, accordingly, there shall be no third party beneficiaries of this Agreement.

17. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signature pages shall be acceptable in the absence of the original signature pages.

18. Default. In the event of a default of any of the covenants and conditions set forth herein, any provision as to release of the defaulting party is null and void.

19. Survival of Provisions. All covenants, warranties and representations contained in this Settlement Agreement, and all documents to be delivered by the parties in connection with the consummation of the transaction contained herein, shall survive the consummation of said transaction.

IN WITNESS WHEREOF, the parties hereto each have approved and executed this Settlement Agreement on the dates set forth below.

"CITY":

Witnesses:

CITY OF POMPAÑO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instruments were acknowledged before me this _____ day of _____, 2018 by **LAMAR FISHER**, as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"BOONE"

Witnesses:

[Signature]

Jack Boone

Virginia Boone
VIRGINIA C. BOONE

STATE OF FLORIDA)
)ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24 day of January, 2018, by VIRGINIA C. BOONE, who is personally known to me or has produced Florida Driver License as identification.

NOTARY'S SEAL:



Wendy M. Flores
State of Florida
My Commission Expires
November 02, 2020
Commission No. GG 44324

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

Wendy M. Flores.
(Name of Acknowledger Typed, Printed or Stamped)

GG 44324
Commission Number