

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT, IN
AND FOR BROWARD COUNTY,
FLORIDA

CASE NO.: CACE 19-017247 (03)

PARCEL NO.: 1

CITY OF POMPANO BEACH, FLORIDA,
a Florida municipal corporation,

Petitioner,

v.

1081 NW 27 AVE, LLC, et al.,

Respondents.

MEDIATION SETTLEMENT AGREEMENT

This case was mediated on February 25, 2022. The parties, Petitioner, City of Pompano Beach, Florida ("City"), and Respondent/Fee Owner, 1081 NW 27 Ave, LLC ("Owner"), and Respondent/Tenant, Sultan Market, Inc. d/b/a Family Stop Market ("Tenant"), hereby agree as follows ("Agreement"):

1. The City agrees to pay SEVEN HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTY AND NO CENTS (\$708,250.00) DOLLARS ("Settlement Amount"), less the amount that has already been deposited pursuant to the Order of Taking.

2. The Settlement Amount is being paid as full and final compensation for all claims by Owner and Tenant relating to the taking of Parcel No. 1. Such claims include, but are not limited to, all real property, personal property, trade fixtures, furniture, fixtures, equipment, functional units, damages, attorneys' fees, experts' fees, pre-judgment interest, and any and all

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taxable costs. However, this Agreement specifically excludes payment by the City of the Tenant's attorneys' fees taxable against the City.

3. The terms of this Agreement are:

a. Of the Settlement Amount, Owner shall pay \$60,000 to Tenant as apportionment, less the amount previously paid to Tenant through the order of taking and subsequent deposit (\$29,670). This payment represents full and final settlement of Tenant's apportionment claim.

b. Landlord shall pay Tenant the security deposit less the taxes due under the terms of the Lease. The City shall not be responsible for this payment or any dispute arising therefrom. Following the payments under 3(a) and 3(b), the Owner and Tenant will exchange mutual general releases.

c. The offer includes the interest of all respondents named in this case, including the Tenant, who specifically agrees to the Settlement Amount as full and final compensation.

d. The Owner and Tenant have agreed to apportionment, thus no further attorneys' fees will be incurred by either Owner or Tenant from February 25, 2022 forward.

e. This Agreement only will become final after the entry of a stipulated final judgment. The City, Owner, and Tenant must expeditiously file a joint motion for entry of stipulated final judgment consistent with the terms of this Agreement.

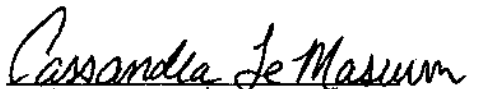
4. The parties acknowledge and agree that this Agreement is subject to recommendation by the City Manager and City Attorney, and subject to approval by the City Commission. The City is not authorized to formally agree to any settlement or submission of a stipulated final judgment until such time as Commission approval has been obtained.

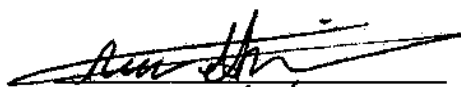
5. This Agreement and the negotiations and discussions leading up to this Agreement effect the settlement of claims and defenses which are denied and contested, and do not constitute, nor shall they be construed as an admission of liability by either party to this Agreement. This Agreement is made solely for the purpose of avoiding the burden and expense of litigation, which would be imposed on the parties if the dispute between them remained unsettled. This Agreement does not constitute an admission by any party to this Agreement that they have engaged in any wrongful or unlawful act. Each party to this Agreement expressly denies that they have engaged

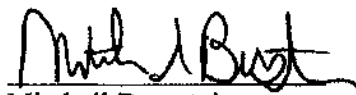
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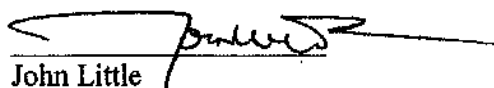
in any unlawful or wrongful act and deny liability for all claims the other party had, has, or may have against them.

6. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

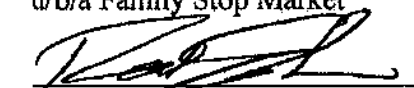

Print: Cassandra LeMasurier
Title: Real Property Manager
City of Pompano Beach


Print: Noor Ghali
Title: Member
As Authorized Representative for
Respondent/Owner, 1081 NW 27Ave, LLC


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Title:
As Authorized Representative for
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d/b/a Family Stop Market


Robert Schreiber
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