

IN THE CIRCUIT COURT OF THE 17<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY, FLORIDA  
CASE NO. CACE 18-016457 (14)

CITY OF POMPANO BEACH, a Florida  
municipal corporation,

Plaintiff,

vs,

BARBARA L. CHICK, et al.

Defendant(s).

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**SETTLEMENT AGREEMENT AND  
RELEASE OF MUNICIPAL LIENS AND COSTS**

This Settlement Agreement and Release of Municipal Liens & Assessments ("Settlement") is entered into this \_\_\_\_\_ day of July 2022 by and between Barbara L. Chick ("Chick") whose address is 700 NE 12<sup>th</sup> Avenue, Pompano Beach, Florida 33060 and the City of Pompano Beach ("City"), a Florida municipal corporation located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, on July 10, 2018, the City filed a Complaint for Foreclosure of Municipal Code Enforcement Liens (the "Complaint") against Defendant, Barbara L. Chick, a widow, and the two (2) adjacent real properties she owns located at 3233 and 3237 Canal Drive, Pompano Beach, Florida 33062, the style and case number for which is set forth above. There is an unoccupied single-family home situated on the 3233 property and the 3237 property is a vacant lot (collectively, the "Properties" more particularly described in Exhibit "A" attached hereto and made a part hereof;)

WHEREAS, the Complaint sought to foreclose three (3) Code Enforcement liens arising from Code Cases 15060106, 15050060 and 15060129, all of which are now in compliance and more particularly described in Exhibit "B" attached hereto and made a part hereof;

WHEREAS, Chick is currently under contract to sell the Properties on or before July 15, 2022.

WHEREAS, the City and Chick 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 of the municipal liens and charges, and all other matters affecting title to said Properties through the date of Closing and or currently existing against the Properties as described in Exhibit "B"; and

**WHEREAS**, subject to approval of this Settlement by the City Commission of Pompano Beach, the parties have agreed to settle and resolve completely and finally all outstanding differences, disputes and claims asserted in the subject litigation as well as any appeals and petitions for review to an appellate court, if any.

**NOW, THEREFORE**, in consideration of the above recitals and the promises and agreements contained in this Settlement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Chick agree to the terms and conditions set forth below.

1. **Voluntary Agreement and Consultation with Counsel.** The parties represent and acknowledge that (a) they have read this Settlement; (b) they have made such investigation of the matters pertaining to this Settlement as they deem necessary and find the terms of this Settlement to be satisfactory; (c) they understand all of this Settlement's terms; (d) they execute this Settlement freely, voluntarily and without coercion, with full knowledge of its significance and the legal consequences thereof; and (e) they have been represented by counsel and have had an adequate opportunity to review and consider the terms of this Settlement.
2. **General Release.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City does voluntarily release Chick from any claims or liens that it has against Chick through the date of this Settlement with respect to the litigation and any claims or liens not part of the litigation, including but not limited to the municipal liens and costs identified in Exhibit "B" which total \$3,149,300.00. It does not, however, include any breach of the promises, covenants, conditions or representations contained in this Settlement.
3. **Terms of Settlement.** The parties agree to all of the Settlement terms listed below.
  - a. Chick shall pay the City the Settlement Sum of Twenty Thousand Dollars (\$20,000.00) payable from the proceeds of the sale of the Properties which shall be paid to the City at closing to occur on or before July 15, 2022. Should the aforementioned purchase/sale transaction be delayed or cancelled, Chick agrees to pay the \$20,000.00 Settlement Sum in full to City on or before July 25, 2022.
  - b. Within ten (10) business days of the full execution of this Agreement and payment in full of the Settlement Sum, the City shall execute and record in the Public Records of Broward County, the Release attached hereto as Exhibit "C" releasing in full any monies owed as a result of Code Cases 15060106, 15050060 and 15060129.
  - c. Within ten (10) business days of the full execution of this Agreement and payment in full of the Settlement Sum, the City shall take all actions necessary to cause all claims pending litigation to be dismissed with prejudice with the Court retaining jurisdiction to enforce the terms of this Settlement.
4. **Authority.** Both parties expressly covenant, represent and warrants they have the authority to enter into this Settlement and that each person signing on behalf of Chick

and the City have all of the requisite power to bind that person and public body, respectively.

5. **Governing Law.** This Settlement 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.
6. **Severability.** Whenever possible, each provision of this Settlement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Settlement shall be judged invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalidity or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Settlement.
7. **Notices.** All notices required or permitted hereunder shall be in writing and shall be sent via email, regular U.S. mail or other recognized delivery service and addressed as follows:

As to City: City Manager  
P. O. Drawer 1300  
Pompano Beach, Florida 33061  
Telephone: 954-786-4601

With a copy to: City Attorney  
P.O. Box 2083  
Pompano Beach, Florida 33061  
Telephone: 954-786-4614

**As to Chick:** Linda M. Matlack, Esq.  
Law Offices of McVeigh & Matlack, PA  
1585 NE 26<sup>th</sup> Street  
Fort Lauderdale, FL 33305  
Telephone: 954-309-3330

With a copy to: Barbara L. Chick  
700 NE 12<sup>th</sup> Avenue  
Pompano Beach, Florida 33060  
Telephone: 954-871-5925

8. **Counterparts.** This Settlement 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 original signature pages.

9. **Complete Agreement.** This Settlement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Settlement. All negotiations, understandings, conversations, and communications are merged into this Settlement and have no force and effect other than as expressed in the text of this Agreement.
10. **No Oral Modifications.** No alterations, modifications, supplements, changes, amendments, waivers, or termination of this Settlement shall be valid unless in writing and executed by all of the parties. No waiver of any of the provisions of this Settlement shall constitute a waiver of any other provisions. Each party warrants that it has not relied on any promises or representations outside of this Settlement.
11. **Successors and Assigns.** This Settlement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
12. **Further Assurances.** Each of the parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall take such additional actions as may be necessary to carry out the parties' intent under this Settlement.
13. **Expenses.** Except as provided in Paragraph 3 above, each party shall bear all of its own costs and expenses incurred or to be incurred by it in connection with, related to or arising out of the litigation and in negotiating and preparing this Settlement.
14. **No Precedent.** It is understood and agreed by all parties hereto that this Settlement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.
15. **Non-Assignability.** This Settlement is not assignable and both parties agree 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.
16. **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, 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.
17. **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.
18. **Survival of Provisions.** All covenants, warranties and representations contained in this Settlement and all documents to be delivered by the parties in connection with the consummation of the transactions contained herein, shall survive the consummation of said transactions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

"CHICK":

Witnesses:  
Deirdre T. McVergh  
Signature

Deirdre T. McVergh  
Print Name

Barbara L. Chick  
BARBARA L. CHICK

Lillian Matlack  
Signature

LILLIAN MATLACK  
Print Name

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence  
or ☐ online notarization this 1st day of July 2022 by BARBARA L. CHICK. She is personally  
known to me or has produced \_\_\_\_\_ (type of identification) as  
identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

