

**IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA**

CITY OF POMPANO BEACH, a Florida
municipal corporation,

CASE NO. CACE 22-001724 (08)

Plaintiff,

vs.

**THE HEIRS, DEVISEES AND BENEFICIARIES
OF THE ESTATE OF AIRTIE LUE HICKS
A/K/A IDA LOU HICKS A/K/A IDA L. HICKS,
DECEASED, KNOWN AND UNKNOWN;
EMMA JEAN ROLLE; CONCEITA HICKS-
GILLUM AND ALL PARTIES CLAIMING BY,
THROUGH, UNDER OR AGAINST A NAMED
DEFENDANT TO THIS ACTION OR HAVING
OR CLAIMING TO HAVE ANY RIGHT, TITLE,
OR INTEREST IN THE PROPERTY
DESCRIBED HEREIN,**

Defendants.

SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS

This Settlement Agreement and Release of Municipal Liens (“Settlement”) is entered into this ____ day of _____ 2023, by and between the Heirs, Devisees and Beneficiaries of the Estate of Airtie Lue Hicks aka Ida Lou Hicks aka Ida L. Hicks, deceased (“Hicks”); Hicks’ daughters, Emma Jean Rolle and Concheita Hicks-Gillum (collectively “Defendants”), whose respective addresses are 1701 NW 155th Street, Opa Locka, Florida 33055 and 6529 SW 85th Street, Ocala, Florida 34476; the Pompano Beach Community Redevelopment Agency, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III F.S., whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (the “CRA”); and the City of Pompano Beach, a Florida municipal corporation located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (the “City”).

WHEREAS, on February 2, 2022, the City filed the above styled action (the “Litigation”) against Defendants and the property located at 1860 NW 8th Street, Pompano Beach, Florida 33069 (the “Property” more particularly described in Exhibit “A” attached hereto and made a part hereof) which sought to foreclose upon the City’s two (2) Code Enforcement liens arising from Code Cases 09-2792 and 17010229 valued in excess of \$2.6 million and respectively recorded in the Public Records of Broward County as Instrument Nos. 109164617 and 114410865;

WHEREAS, the City and Defendants 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 currently existing against the Property and conveyance of the Property to the CRA; and

WHEREAS, subject to approval of this Settlement by the City Commission of Pompano Beach and the CRA Board, 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 is hereby acknowledged, the City, CRA and the Defendants 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 the terms of this Settlement; (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 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 Hicks and Defendants from any claims or liens that it has against them through the date of this Settlement with respect to the Litigation and any claims or liens not part of the Litigation. 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 terms listed below.
 - (i) **Voluntary Conveyance and Surrender of Property.** Upon the CRA and City's approval and execution of this Settlement, the Defendants agree to convey good and marketable title to the Property to the CRA.
 - (ii) **Settlement Sum.** Within ten (10) business days of the full execution of this Settlement Agreement and Defendants' satisfactory performance of any other actions required hereunder, including conveyance of the Property as heretofore described, the CRA shall pay Defendants the total Settlement Sum of Four Thousand Three Hundred Eighty-Two Dollars and Twenty-Three Cents (\$5,000.00 minus \$617.17 for delinquent real property taxes = \$4,382.23).
 - (iii) **Dismissal of Action.** Within ten (10) business days of the full execution of this Settlement and satisfactory completion of all required actions hereunder, City

shall take all actions necessary to cause all claims in the litigation to be dismissed with prejudice. In addition, the City shall take all action necessary to cause all claims against Hicks and Defendants not part of the Litigation, including the municipal liens and costs identified in Exhibit "B" to be released.

4. **Authority.** All Parties expressly covenant, represent and warrants they have the authority to enter into this Settlement and that each person signing on behalf of the Defendants, the City and CRA possess 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

With a copy to: Pompano Beach Community Redevelopment Agency
P.O. Box 1300
Pompano Beach, Florida 33061
Telephone: 954-786-5535

As to the Defendants: Emma Jean Rolle
1701 NW 155th Street
Opa Locka, Florida 33055

Concheita Hicks-Gillum
6529 SW 85th Street
Ocala, Florida 34476

With a copy to:

Donna Hearne-Gousse, Esquire
Law Office of Donna Hearne-Gousse, P.A.
9200 Belvedere Road, Suite 113
West Palm Beach, FL 33411-3631
O: 561-582-5670
F: 561-516-6800
Email: donnagousse@gmail.com

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 Agreement.
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, including Defendants providing such documents or affidavits necessary for the City to obtain clear title to the Property.
13. **Expenses.** Except as provided in Paragraph 3, each Party shall bear its own costs and expenses incurred or to be incurred by it in connection with, related to or arising out of the Litigation, this Settlement and in carrying out any transactions contemplated by this Settlement.
14. **No Precedent.** It is understood and agreed by all Parties hereto that this Stipulation 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 all 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”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
 REX HARDIN, MAYOR

By: _____
 GREGORY P. HARRISON, CITY MANAGER

Attest:

 KERVIN ALFRED, CITY CLERK

(SEAL)

Approved As To Form:

 MARK E. BERMAN, CITY ATTORNEY

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
REX HARDIN, CHAIRPERSON

By: _____
GREGORY P. HARRISON,
EXECUTIVE DIRECTOR

ATTEST:

Marsha Carmichael, Secretary

Approved as to Form:

Claudia M. McKenna, CRA Attorney

"DEFENDANT"

Witnesses:

Signature

Print Name

Signature

Print Name

Emma Jean Rolle

EMMA JEAN ROLLE

Jerry Y. Gousse

Jerry Y. Gousse

Donna Gousse

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 21 day of SEPTEMBER, 2022, by **EMMA JEAN ROLLE**. She is personally known to me or has ~~produced~~ _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Jerry Y. Gousse
Name of Acknowledger Typed, Printed or Stamped)

Commission Number



JERRY Y. GOUSSE
Commission # HH 076912
Expires January 10, 2025
Bonded Thru Budget Notary Services

"DEFENDANT"

Latrish Hinton
Signature

Latrish Hinton
Print Name

Concheita Hicks Gillum
CONCHEITA ROLLE GILLUM
Hicks

Josephine Maves
Signature

Josephine Maves
Print Name

STATE OF FLORIDA

COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 21st day of December, 2022, by CONCHEITA ROLLE GILLUM *Hicks*. She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



VERONICA VEREEN HUDSON
Commission # GG 962196
Expires April 14, 2024
Bonded thru Budget Notary Services

Veronica Vereen Hudson
NOTARY PUBLIC, STATE OF FLORIDA

VERONICA VEREEN HUDSON
Name of Acknowledger Typed, Printed or Stamped)

GG 962196
Commission Number

EXHIBIT A

LEGAL DESCRIPTION FOR PROPERTY

Lot Nine (9), the E. 50' less the N. 25' and less the S. 150' Block 11, HUNTER'S MANOR, according to the plat thereof recorded in Plat Book 19, Page 27, of the Public Records of Broward County, Florida

EXHIBIT B

HICKS, IDA L
 NW 8 STREET AKA 1860 NW 8 ST
 8234-04-0630

Type	Case #	Violation Complied	Daily Accrual	Recording Reference Instr#/BK & PG & Date	Balance Due as of 01/10/2023
Code Compliance	99-367	yes	\$0.00	Instr# 99440632 7/28/1999	\$500.00
Code Compliance	00-2406	no	\$100.00	Instr# 100821280 2/8/2001	\$804,000.00
Code Compliance	07-1127	yes	\$0.00	n/a	\$50.00
Code Compliance	09-2792	no	\$500.00	Instr# 109164617 2/22/2010	\$2,375,000.00
Code Compliance	17010229	yes	\$0.00	Instr# 114410865 5/30/2017	\$496,900.00
Notice of Violation	n/a	yes	\$0.00	Instr# 88394401 9/29/1988	\$0.00
Unsafe Structure	89-063	yes	\$0.00	Instr# 91411629 10/16/2012	\$126.39
Nuisance Abatement	01-5485	yes	\$0.05	Instr# 102860470 4/25/2003	\$723.26
Nuisance Abatement	03-2595	yes	\$0.40	Instr# 103780430 3/4/2004	\$5,794.33
Nuisance Abatement	27829	yes	\$0.17	Instr# 11626613 6/25/2013	\$1,702.22
Nuisance Abatement	37193	yes	\$0.19	Instr# 112002460 12/23/2013	\$1,815.45
Nuisance Abatement	57003	yes	\$0.16	Instr# 112594287 10/17/2014	\$1,511.16
Nuisance Abatement	68464	no	\$0.00	n/a	\$0.00
Nuisance Abatement	71664	yes	\$0.11	Instr# 112927700 4/15/2015	\$1,029.75
Nuisance Abatement	82650	yes	\$0.06	Instr# 113581423 3/21/2016	\$578.68
				Total	\$3,689,731.24