

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This settlement and mutual release agreement (hereafter "AGREEMENT") is made and entered into as of the last day set forth on the signature page ("Effective Date") by and between Igor Jose Oliveira De Almeda and Natasha Aileen Quiza ("PLAINTIFFS") and The Town of Lake Park ("LAKE PARK") (the foregoing parties are hereinafter collectively referred to as "PARTY" or the "PARTIES").

WHEREAS, LAKE PARK and PLAINTIFFS entered into an "As Is" Residential Contract for Sale and Purchase ("CONTRACT") of the property located with an address of 1100 2nd Court, Lake Park, Florida 33403 ("PROPERTY").

WHEREAS, the Closing occurred on November 15, 2022, and PLAINTIFFS thereafter took occupancy and possession of the PROPERTY;

WHEREAS, PLAINTIFFS initiated a lawsuit against LAKE PARK in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida in Case No. 50-CA-2024004262 ("LAWSUIT").

WHEREAS, LAKE PARK filed its Answer, Affirmative Defenses and a Counter-Claim against PLAINTIFFS in the LAWSUIT ("COUNTER-CLAIM").

WHEREAS, the PARTIES have participated in on going mediation beginning September 6, 2024.

WHEREAS, to avoid the uncertainty and expense of litigation, the PARTIES agree to resolve the LAWSUIT and COUNTER-CLAIM as more fully set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the PARTIES hereto, freely and voluntarily agree as follows:

1. **Incorporation.** The above recitals are true and correct and incorporated herein as if fully set forth in their entirety.

2. **Settlement Amount and Terms.** (i) LAKE PARK shall pay to PLAINTIFFS **Ninety-Eight Thousand and Zero cents (\$98,000.00)** within ten (10) business days of the Effective Date of this Agreement ("SETTLEMENT PAYMENT").

(ii) Within five (5) business days after PLAINTIFFS receive the SETTLEMENT PAYMENT, PLAINTIFFS shall file a notice of voluntary dismissal with prejudice. Within three (3) business days after PLAINTIFFS file their notice of voluntary dismissal, LAKE PARK shall file a notice of voluntary dismissal of its COUNTER-CLAIM against PLAINTIFFS with prejudice

(iii) Each party shall bear their respective attorney fees and costs, except as such has already been included in the SETTLEMENT PAYMENT of \$98,000.00.

(iv) Upon the filing of the voluntary dismissals, LAKE PARK shall request that the Code Enforcement Magistrate dismiss the pending code violations and waive any fines which the PLAINTIFFS may have incurred. This provision does not prohibit LAKE PARK'S right to notice or enforce any code violations that may arise after the Effective Date of this Agreement.

(v) PLAINTIFFS have obtained a permit to demolish and renovate the residence on the PROPERTY. PLAINTIFFS shall complete the demolition and renovation in accordance with the permit approval and proceed with the renovation of the interior of the existing dwelling, and construct the addition, all in accordance with the plans approved by LAKE PARK. PLAINTIFFS shall comply with Florida law and the Florida Building Code in relation to Owner-Builder permits. PLAINTIFFS shall obtain a certificate of occupancy/completion ("CO") for all work associated with the permit no later than **August 8, 2025** ("COMPLETION DATE"). In the event of unforeseen circumstances, such as for example a hurricane or material shortage, LAKE PARK agrees to work with PLAINTIFFS to grant a reasonable extension of the COMPLETION DATE.

PLAINTIFFS shall immediately thereafter provide LAKE PARK'S Community Development Director with a copy of the CO upon its receipt.

3. Mutual General Releases. Each PARTY hereby generally, unconditionally and irrevocably forever releases, discharges, remises, acquits, waives and exonerates the other PARTY, their principals, members, managers, owners, agents, employees, employers, directors, trustees personal representatives, successors, beneficiaries and assigns from any and all representations, obligations, duties, liabilities, debts, demands, complaints, violations, damages, losses, accounts, rights, costs, expenses, entitlements, burdens, bonds, suits, actions, claims and causes of action, of any type and nature, whether at law or in equity, in common law or by statute, rule or guideline, in contract or tort, negligent or intentional, known or unknown, foreseen or unforeseen, direct or indirect, personal or derivative, joint or several, dependent or independent, fraudulent or inadvertent, compensatory or punitive, actual, consequential or special, fixed or contingent, matured or unmatured, expired or unexpired, whether known or unknown at the time of executing this AGREEMENT, or otherwise, that each PARTY had or has against the other PARTY arising from, or in any way relating to, the LAWSUIT, the COUNTER-CLAIM, the CONTRACT, or the PROPERTY.

4. Drafting and Negotiation. This AGREEMENT is entered into and executed voluntarily by each of the PARTIES hereto and without any duress or undue influence on the part of, or on behalf of, any such PARTY. Each of the PARTIES hereto has been represented by counsel of his/her own choice and has read this AGREEMENT and that he/she is fully aware of its contents and legal effects. For all purposes, this AGREEMENT shall be deemed to have been drafted jointly by the PARTIES hereto with no presumption in favor of one PARTY over another in the event of any ambiguity.

5. Severability. If any of the provisions of this AGREEMENT are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

6. Governing Law, Jurisdiction and Venue for Disputes. This AGREEMENT shall be governed by the laws of the State of Florida and any question arising hereunder shall be construed or determined according to such law. The PARTIES agree that as to any dispute arising from this AGREEMENT to submit themselves to the sole and exclusive jurisdiction of the courts of the State of Florida and that the venue shall Palm Beach County, Florida.

7. **Complete Agreement.** The PARTIES understand and agree that this AGREEMENT contains the entire agreement between the PARTIES, and the terms of the AGREEMENT are contractual and not a mere recital. This AGREEMENT supersedes, merges, and replaces all written and oral agreements, understandings, representations, assurances, obligations, inducements, conditions, and warranties, express or implied, previously made or contemporaneously existing between the PARTIES, with respect to the subject matters addressed in this AGREEMENT. Additionally, this AGREEMENT is offered and accepted as final, mutual, and binding upon the PARTIES, regardless of whether a PARTY later contends that either too much or too little money and/or consideration was paid or received.

The PARTIES warrant that no promise or inducement not herein expressed has been made; and, that in executing the AGREEMENT, the PARTIES are not relying upon any oral statement, representation, promise or warranty, express or implied, concerning the nature, extent or duration of any of the alleged claims, counts, injuries, losses, or damages herein involved, the subject matter hereof, or concerning any other thing or matter; and, that there are no other terms, obligations, and/or duties, express or implied, or contingencies to this AGREEMENT other than what is stated herein; and, finally, the PARTIES agree that they are fully informed of the contents of this AGREEMENT, and, after having been apprised of all relevant information and data by their respective Attorneys, sign it freely and voluntarily with full knowledge of its meaning and content.

8. **Counterparts.** This Agreement may be executed by the PARTIES in any number of counterparts, including by way of facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.

WHEREAS, the PARTIES have executed this Agreement on the dates affixed with their signatures below.

Town of Lake Park

Roger Machaud, Mayor

Date

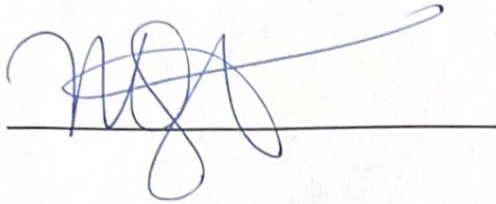
Igor Jose Oliveira De Almeda



11.14.2024

Date

Natasha Aileen Quiza

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned above a solid horizontal line.

11/14/24
Date

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