

**RELEASE**

This Release (the "Release") is made and entered into on this <sup>25<sup>th</sup></sup> day of February, 2025, by SANDRA KELLY (hereinafter referred to as the "Releasing Party"), and provides as follows:

**WHEREAS** a civil lawsuit was filed against the Town of Lake Park (the "Town") in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, styled *Sandra Kelly v. Town of Lake Park* bearing Case No. 50-2023-CA-004352-XXXX-MB (the "Lawsuit"), as a result of a trip-and-fall incident that occurred on or about September 25, 2019 on a sidewalk in Lake Park, Florida;

**WHEREAS** the Releasing Party wishes to amicably resolve all of the claims, potential claims, actions and causes of action that the Releasing Party has or may have had against the Town with respect to the September 25, 2019 incident that is the subject of the Lawsuit;

**WHEREAS** the Releasing Party executes this Release with the understanding that the Town denies any and all liability or wrongful acts and denies that the Releasing Party has any valid claims or potential claims against the Town, and the Releasing Party further acknowledges that the Town is paying the Settlement Amount as set forth in this Release solely because this is a cost-effective resolution of any and all disputes and potential disputes between the Releasing Party and the Town without having to incur the expense and inconvenience of continued litigation;

**WHEREAS** the term the "Town" as used throughout this Release shall include its elected officials, agents, attorneys, all present and past employees, representatives, successors, assigns, and any person or entity acting on behalf of the Town;

**WHEREAS** the term "Releasing Party" as used throughout this Release shall include any of the Releasing Party's beneficiaries, heirs, successors, agents, representatives, administrators and assigns; and

**WHEREAS** the Releasing Party executes this Release based on the desire to settle, compromise, and forever resolve all of the claims being asserted or that could have been asserted by the Releasing Party against the Town in the Lawsuit.

**NOW, THEREFORE**, in consideration of the above recitals, the covenants and undertakings contained herein, as well as the terms described below, and other good and valuable consideration, and the Releasing Party's voluntarily stipulating and agreeing to settle and release all pending and contemplated claims against the Town, the Releasing Party agrees as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Subject to final approval of the settlement amount by the Town Commission, within thirty (30) days after the execution of this Release by the Releasing Party, the Town will pay or cause to be paid the total sum of **Sixty Thousand Dollars (\$60,000.00)** to Sandra Kelly, in consideration of settlement of the Releasing Party's claims and potential claims for damages, attorney's fees and costs that were brought or that could have been brought in the Lawsuit (the "Settlement Amount"). Payment of

the Settlement Amount will be deemed to satisfy all of the claims that were brought or that could have been brought against the Town in the Lawsuit.

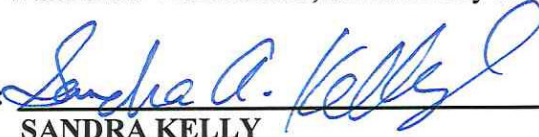
3. Within five (5) business days after payment of the Settlement Amount has been received, Sandra Kelly, through her respective counsel, shall file a Notice of Voluntary Dismissal with Prejudice to effectuate the dismissal with prejudice of this Lawsuit against the Town.
4. Except to the extent included in the Settlement Amount, the Releasing Party and the Town shall bear their own attorney's fees and costs for all matters associated with the Lawsuit and the negotiation of this Release.
5. With the exception of enforcing the terms of this Release and subject to final approval of the settlement by the Town Commission, Sandra Kelly, including her beneficiaries, heirs, successors, agents, representatives, administrators, insurers and assigns, does hereby fully and forever remise, release, acquit, satisfy, and forever discharge the Town of Lake Park, including the Town's elected officials, agents, attorneys, all present and past employees, representatives, assigns, and any person or entity acting on behalf of the Town, of and from all claims, costs, attorney's fees, expenses, compensation, losses, demands, and all manner of actions, causes, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions, whatsoever in law or in equity, which Sandra Kelly had or may have against the Town of Lake Park from the beginning of time to the date of this Release that arise out of or are connected in any way to the September 25, 2019 incident that is the subject of the lawsuit styled *Kelly v. Town of Lake Park* bearing Case No. 50-2023-CA-004352-XXXX-MB.
6. The "claims, costs, attorney's fees, expenses, compensation, losses, demands, and all manner of actions, causes, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions, whatsoever in law or in equity" as released in Paragraph 5 above, shall be referred to collectively herein as the "Released Claims."
7. The Releasing Party understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind (whether known, unknown, suspected, unsuspected, accrued or unaccrued) which the Releasing Party has or may have against the Town with respect to the trip-and-fall incident that is the subject of the Lawsuit.
8. Should either the Town or the Releasing Party be required to take legal action to enforce the provisions of this Release, the prevailing party in such an action shall be entitled to recover from the non-prevailing party all reasonable attorney's fees

and costs incurred by the prevailing party in such legal action (at both the trial and appellate levels).

9. This Release shall inure to the benefit of, and be binding upon, the Releasing Party and her beneficiaries, heirs, successors, agents, representatives, administrators and assigns.
10. The Releasing Party agrees that should any provision of this Release be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Release. The remainder of the Release shall be carried out as nearly as possible according to its original terms and intent, as if the invalid or unenforceable provision was not a part hereof.
11. The Releasing Party represents and warrants that:
  - (a) The Releasing Party possesses the authority to execute this Release;
  - (b) No conditions, representations, warranties, promises, covenants, statements or provisions have been made other than as expressly stated in this Release;
  - (c) The Releasing Party will not voluntarily assist any other person or entity in any claim of contribution, indemnity, subrogation, allocation and/or apportionment against the Town with respect to the Released Claims;
  - (d) The Releasing Party has not made, and will not make, any assignment, conveyance or transfer of any of the Released Claims;
  - (e) The Releasing Party has carefully read and fully understands the complete terms of this Release and the obligations and consequences of signing this Release;
  - (f) The Releasing Party has executed this Release knowingly and voluntarily and with the opportunity to consult with counsel;
  - (g) The Releasing Party has relied solely upon the terms of this Release and upon the advice of her own counsel in executing this Release;
  - (h) The Releasing Party will fully and completely satisfy all liens pertaining to or arising from the September 25, 2019 incident that is the subject of the Lawsuit, including any Medicare and/or Medicaid liens (if any), out of the proceeds of the settlement of the Lawsuit. The Releasing Party agrees that she will execute any additional documentation, including a Medicare Addendum (if applicable), that is reasonably necessary to process payment of the Settlement Amount. However,


nothing contained in this Paragraph 11(h) shall be construed to delay the delivery of the Settlement Amount by means of a check made payable to "Casas Law, P.A., Trust Account". Notwithstanding anything to the contrary contained in this Release, the Town shall cause said settlement check to be delivered to Casas Law, P.A., 580 Village Blvd., Ste. 360, West Palm Beach, FL 33409 within twenty (20) days following final approval of the settlement amount by the Town Commission as referenced in Paragraph 2 of this release.

IN WITNESS WHEREOF, Sandra Kelly has executed this Release.

Signature:   
SANDRA KELLY

STATE OF FLORIDA            )  
  ): ss  
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or \_\_\_ online notarization, on this 28<sup>th</sup> day of February, 2025, by SANDRA KELLY, who is personally known to me or has produced Florida D.L. as identification.

  
NOTARY PUBLIC

State of Florida at Large

My Commission Expires:



DALILA L. SERNA  
Commission # HH 330668  
Expires November 17, 2026