

IN RE SUNSET DRIVE HOLDINGS, LLC  
CLAIM PURSUANT TO SECTION 70.51, FLORIDA STATUTES

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SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement") is made and entered into on this ~~5th~~ day of ~~OCTOBER~~ 2024 ("the Effective Date"), by and between Lake Worth Beach, Florida, a Florida municipal corporation (the "City"), and Sunset Drive Holdings, LLC, a Florida limited liability company ("Sunset").

RECITALS

WHEREAS, Sunset owns property located at 826 Sunset Drive, which is within the corporate limits of the City, as more particularly described by the legal description attached hereto as Exhibit "A" ("Property"); and

WHEREAS, the Property is approximately 4.02 acres and was annexed into the City in November 2005, with the City Commission approving the annexation and rezoning requests from Sunset; and

WHEREAS, the City Commission also approved, on June 6, 2006, a future land use map designation of medium density residential; however, said designation was challenged by residents of the City (the "Administrative Challenge"); and

WHEREAS, while the Administrative Challenge proceeded, in August 2009, the City reversed the prior land use and zoning approvals granted to Sunset, and the State Land Planning Agency dismissed the administrative challenge as moot; and

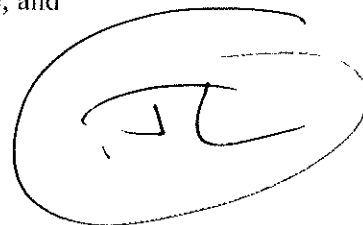
WHEREAS, in August 2010, Sunset filed a request for relief against the City pursuant to the Florida Land Use and Environmental Dispute Resolution Act under section 70.51, Florida Statutes ("FLUEDRA"), and a claim for relief against the City pursuant to the Bert J. Harris, Jr. Private Property Rights Act, under section 70.001, Florida Statutes, said claims consolidated under the FLUEDRA case (collectively "the Dispute"); and

WHEREAS, the parties, along with Betty Anderson, Jim Burden, and representatives from Save Our Neighborhood, PAC, Inc., Residents of Lake Osborne Heights, Inc., and Murry Hills participated in mediation in the FLUEDRA case, as set forth in section 70.51, Florida Statutes; and

WHEREAS, since 2012, the City has updated and revised its comprehensive plan, future land use maps, and zoning maps; and

WHEREAS, the Property currently has a City adopted land use designation of Medium Density Residential (MDR) but no City adopted zoning designation; and

WHEREAS, the City and Sunset continue to disagree as to the Dispute; and



WHEREAS, without either party admitting or denying anything as related to the Dispute but desire to resolve the Dispute without the need for further action.

NOW THEREFORE, in consideration of the mutual promises contained herein, the City and Sunset agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into this Agreement by reference.

2. Proposed Development. Sunset or a developer authorized by Sunset will submit and process an application for the development of the Property, consistent with the City's adopted Land Development Regulations and Comprehensive Plan, to include the following elements (collectively the "Development Elements"):

- a. A Major Site Plan application for 42 duplex townhouse units (21 duplex buildings with each unit for sale separately); and
- b. A Conditional Use for townhouses;
- c. A zoning map amendment to the Single Family and Two Family Residential (SF-TF 14) zoning category for the Property to allow for the development in accordance with the underlying comprehensive plan designation and 2.a., above.

Sunset agrees that the proposed development submitted by the developer will be limited in accordance with Section 2.a., above and that it will not include any request for variances, waivers, or incentives. City will process the applications for all Development Elements concurrently; however, the Major Site Plan application as set forth in Section 2.a above shall not be set for public hearing unless and until such time as the zoning map amendment as set forth in Section 2.b is approved by the City Commission. If the zoning map amendment is approved, the Major Site Plan application will then be set for hearing before City's Planning & Zoning Board in accordance with City's adopted Land Development Regulations. If the zoning map amendment is not approved, the Major Site Plan application will be deemed withdrawn. The parties recognize that if the Development Elements are approved, that a plat of the property consistent with those approvals will be required that meets the requirements of Chapter 177, Part I, Florida Statutes and the City's Code of Ordinances.

3. Application Fee Waivers. The application fees associated with the zoning map amendment as set forth in Paragraph 2.b in Paragraph 2 above in the amount of Two Thousand Five Hundred dollars (\$2,500.00) is waived.

4. Dismissal of Dispute. City shall have no obligation to approve any of the Development Elements as set forth in Paragraph 2 above. If City approves both the Development Elements as set forth in Paragraph 2, Sunset shall dismiss the Dispute upon those approvals becoming final and unappealable. If the City does not approve all the Development Elements as set forth in Paragraph 2, this Settlement Agreement shall be void *ab initio* and Sunset shall proceed with the Dispute as though this Settlement Agreement had never been entered into.



5. General Releases. If City approves all Development Elements as set forth in Paragraph 2, upon all becoming final and unappealable, the parties shall exchange mutual general releases.

6. Attorney's Fees and Costs. Each party shall be responsible for its own attorney's fees and costs in connection with the Dispute.

7. Headings. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and not to be considered in the interpretation of this Agreement.

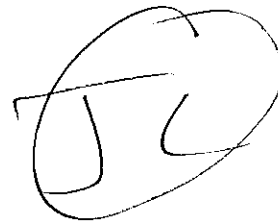
8. Waiver/Amendment. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed to be a continuing or future waiver. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

9. Complete Agreement. This Agreement is the complete agreement between City and Sunset related to the Dispute. No prior agreements shall be binding on the parties and no amendment to this Agreement shall occur unless in writing signed by a representative of City and Sunset.

10. Successors and Assigns. This agreement shall run with the Property and be binding on the parties successors and assigns.

IN WITNESS WHEREOF, this Settlement Agreement has been executed by the City and Sunset on the dates indicated below.

[Signature Pages to Follow]

A handwritten signature or set of initials, possibly 'JC', enclosed within a hand-drawn circle. The signature is written in black ink on a white background.

ATTEST:

CITY OF LAKE WORTH BEACH

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

By: \_\_\_\_\_  
Betty Resch, Mayor

Approved for legal sufficiency:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

OWNER: SUNSET DRIVE HOLDINGS, LLC

By: \_\_\_\_\_  
*[Signature]*

Print Name: JOHN E. LANG

Title: PRESIDENT

[Corporate Seal] *[Signature]*

STATE OF FLORIDA  
)  
COUNTY OF  
Palm Beach)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of October, 2024, by John Lang, as Owner/President of Sunset Drive Holdings, LLC, a Florida limited liability company, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public:

*[Signature]*  
Print Name: Heather Heard  
My commission expires: 10/12/2025



**JOINDER AND CONSENT BY CONTRACT PURCHASER:**

The undersigned contract purchaser for the Property hereby joins in this Agreement and consents to the terms herein subject to the completion of its purchase of the Property.

**SCG Florida, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of SCG Florida, LLC, a Florida limited liability company, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT "A"**  
**PROPERTY LEGAL DESCRIPTION**

**A parcel of land in a portion of Tract 1, according to the Plat of Sunset Park, as recorded in Plat Book 6, Page 65, Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**Commencing at the Northeast corner of said Tract 1, thence Westerly along the North line of said Tract 1, a distance of 571.68 feet to the point of beginning; thence Southerly at right angles to the previous course, a distance of 500 feet to a point; thence Westerly at right angles to the previous course, a distance of 350 feet to a point; thence Northerly at right angles to the previous course, a distance of 500 feet to a point on the North line of said Tract 1; thence Easterly along the North line of said Tract 1, a distance of 350 feet to the point of beginning.**

Handwritten initials "JD" inside an oval.