

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CITY OF LAKE WORTH BEACH,

CASE NO.: Case No. 50-2024-CA-001688-XXXX-
AMB

a Florida municipal corporation,

Plaintiff,

v.

1 JEANNE 923, LLC,

Defendant.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, dated _____, 2024, was made and entered into by and between THE CITY OF LAKE WORTH BEACH (“Plaintiff”), and 1 JEANNE 923, LLC (“Defendant”).

WHEREAS

1. Defendant is the owner of real property in Palm Beach County, Florida, located at:

528 S. J Street, Lake Worth Beach, Florida 33460

Parcel Control No.: 38-43-44-21-15-171-0010

Legal Description: Lots 1, 2, and 3 including Block 171, The Palm Beach Farms Co. Plat No. 2 The Townsite of Lucerne (N/K/A as Lake Worth), according to the Plat thereof recorded in Plat Book 2, Page 29 Public Records of Palm Beach County Florida

(hereinafter “Property”)

2. On October 1, 2021, Plaintiff recorded an Order on Stipulated Agreement and Assessing Fine and Claim of Lien on the Property, in Official Records Book 32920, Page 1777, of the Public Records of Palm Beach County, Florida, a copy of which was attached to the Complaint at Exhibit “B.”

(hereinafter “Stipulated Agreement and Lien”)

3. Plaintiff recorded a Notice of Lis Pendens as CFN 20240071839 in Official Records Book 34861 at Page 1945 of the Public Records of Palm Beach County, Florida (“Notice of Lis Pendens”);
4. Defendant denies the claims in the lawsuit; and
5. The Parties have agreed to compromise and settle the claims and disputes asserted by Plaintiff against Defendant in the lawsuit.

PURPOSE

The parties to this Settlement Agreement (the "Agreement") acknowledge that the purpose of this Agreement is to memorialize the resolution of all disputes of whatever nature asserted by and between the parties arising out of or relating to litigation styled above.

AGREEMENT

CITY OF LAKE WORTH BEACH and Defendant agree as follows:

1. **SETTLEMENT SUM.** Defendant, 1 JEANNE 923, LLC agrees to pay to Plaintiff, CITY OF LAKE WORTH BEACH, within thirty (30) days of receiving written notice that the City Commission for the City of Lake Worth Beach has formally approved of this Agreement, the sum of **Thirty-Seven Thousand One Hundred Dollars (\$37,100.00)** (the "Settlement Sum") as full and final settlement of all claims raised in the lawsuit that is the subject of this Agreement. Counsel for the CITY OF LAKE WORTH BEACH shall notify counsel for 1 JEANNE 923, LLC of the date of City Commission approval. The Settlement Sum shall be made payable to "CITY OF LAKE WORTH BEACH" by certified check or wire transfer.

2. **PAYMENT DEFAULT.** In the event of a default of payment of the above Settlement Sum by the Defendant, upon the expiration of a further five (5) day written notice and cure grace period, along with written notice of default provided to counsel for the Defendant, it is agreed that Plaintiff shall thereafter be entitled to:

- (1) file a Motion for Entry of Default Judgment with the court;
- (2) file an Affidavit of Non-payment simultaneously with said Motion, signed and notarized by the Plaintiff;
- (3) schedule a Hearing before the court on said Motion; and
- (4) obtain a Final Judgment against the Defendant, but including fees and costs incurred related directly to such default proceedings.

3. **ATTORNEY'S FEES.** Other than in the event of a default under Paragraph (2), all parties are to bear their own attorneys' fees and costs incurred in this Action.

4. **RELEASE.** Plaintiff (including any and all insurers of Plaintiff), releases and forever discharges Defendant from any and all claims, demands, and damages, whether arising out of law or equity, and whether previously asserted or unasserted, known or unknown, arising out of or relating to Plaintiff's claim against the Defendant in the lawsuit that is the subject of this Agreement, the Stipulated Agreement and Lien, and any and all claims that were or could have been asserted by Plaintiff against Defendant regarding the alleged code violation in the lawsuit. Plaintiff shall execute any additional release instruments, including a release of lien, which may be required by the Defendant, so long as not inconsistent with the scope of this Paragraph. In consideration of the Settlement Payment described in paragraph 1 above, and the other covenants and conditions set forth herein, Plaintiff hereby releases and forever discharges the Defendant and all of their individual officers, directors, principals, employees, affiliates, and independent contractors, and all of their sureties and insurers and attorneys, and anyone claiming by, through or for any or all of them, of and from any and all claims or causes of action which were included in the litigation styled above or arising out of the Order Imposing Lien in Case No. 21-

00000092 recorded on September 1, 2023, in Official Records Book 34533, Page 517, of the Public Records of Palm Beach County, Florida. In consideration of the other covenants and conditions set forth herein, Defendant hereby releases and forever discharges Plaintiff and all of its individual officers, elected official, vendors, directors, principals, employees, affiliates, and independent contractors, and all of its sureties and insurers and attorneys, and anyone claiming by, through or for any or all of them, of and from any and all claims or causes of action, and defenses which were included in the litigation styled above or arising out of the Order Imposing Lien in Case No. 21-00000092 recorded on September 1, 2023, in Official Records Book 34533, Page 517, of the Public Records of Palm Beach County, Florida.

5. **AGREEMENT COMPROMISES DISPUTED CLAIMS.** This Agreement is made and entered by the parties as a compromise of disputed claims between them arising out of or relating to litigation styled above. None of this Agreement, the payment provided by it, nor any document, pleading or paper prepared and signed pursuant to the provisions of this Agreement shall constitute or be construed or asserted as an admission of liability on the part of any party. The parties expressly acknowledge and agree that all claims asserted or unasserted by Plaintiff against Defendant arising out of or relating to litigation styled above have been fully and amicably resolved. However, to the extent that Defendant defaults in its obligation to make payment in the amount of \$37,100.00 as set forth above, thereby necessitating the enforcement of this Agreement pursuant to paragraph 1 above, Defendant hereby admits to liability for all claims of Plaintiff as asserted by Plaintiff in litigation styled above arising out of the Order Imposing Lien in Case No. 21-00000092 was recorded on September 1, 2023, in Official Records Book 34533, Page 517, of the Public Records of Palm Beach County, Florida, and for purposes of any Final Judgment entered against Defendant herein.

6. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

7. **JURISDICTION AND VENUE.** Any and all legal actions arising from or relating to this Agreement shall be commenced in the Circuit Court for the 15th Judicial Circuit, Florida. The Court shall reserve jurisdiction solely to enforce the terms of this Agreement.

8. **DRAFTING OF THE AGREEMENT.** The parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of, or against, any party in interpreting this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9. **SEVERABILITY.** If any provision of this Agreement is found to be unenforceable, the remaining provisions hereof shall nevertheless be carried into effect.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties hereto, supersedes any prior agreement between the parties, whether written or oral, and may not be changed, altered or modified except in writing and executed by the parties hereto. Each party acknowledges that no representation, inducement, promises or agreements, orally or otherwise, was made by any party, or anyone acting on behalf of any party, unless such representation, inducement, promises or agreements are embodied in this Agreement.

11. REPRESENTATION BY COUNSEL. Each party was represented by independent counsel in this matter or had the opportunity to consult with independent counsel. Furthermore, the parties obtained advice from said counsel concerning the meaning, scope and effect of this Agreement, or voluntarily waived such an opportunity.

12. AUTHORIZATION, AUTHORITY, AND COUNTERPARTS. Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Agreement, (b) it has all necessary corporate power and authority to enter into this Agreement and to perform the agreements contained in this Agreement, and (c) the person signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party. Notwithstanding any provision of this Paragraph, this Agreement is subject to the approval of the City Commission of the City of Lake Worth Beach. This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that an electronic signatures and copies hereof shall be considered for all purposes as originals.

13. SECTION HEADINGS. The section headings contained in this Agreement are descriptive only and shall not be used to interpret, expand, modify, explain or limit any of the provisions of this Agreement.

14. DISMISSAL OF ACTION. Upon the timely receipt and clearance of payments due pursuant to Paragraph 1 above, counsel for Plaintiff and non-defaulting Defendant(s) shall thereupon file their Joint Notice of Voluntary Dismissal with prejudice, with each party to bear its respective attorneys' fees and costs. Within 30 days from the date of receipt, deposit, and clearance of the Settlement Sum, Plaintiff shall record a satisfaction and release of the Stipulated Agreement and Lien and take any other steps reasonably necessary to discharge, release and relinquish the Stipulated Agreement and Lien and Notice of Lis Pendens.

(SIGNATURE PAGE TO FOLLOW)

AGREED AND CONSENTED TO this _____ day of _____, 2024.

CITY OF LAKE WORTH BEACH

1 JEANNE 923, LLC

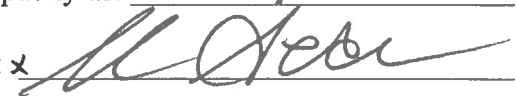
BY: _____

BY: Alfred Sears

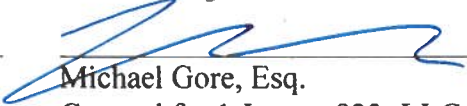
In their capacity as: _____

In their capacity as: MANAGER

Signature: _____

Signature: 

Brian J. Sherman, Esq.
Counsel for City of Lake Worth Beach


Michael Gore, Esq.
Counsel for 1 Jeanne 923, LLC