

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into as of the last day set forth on the signature page (“Effective Date”) by and between the City of Clearwater, Florida, a municipal corporation (“the City”), and Precision Hotel Management Company, a Florida Corporation (collectively “the Property Owner”) (individually, a “Party,” and collectively, “the Parties”) for the purpose of resolving by compromise and settlement all claims, controversies, alleged liabilities, and disputes between them.

RECITALS

This Agreement is entered into with reference to the following facts:

1. On July 9, 2019 and September 10, 2019, the Clearwater Municipal Code Enforcement Board entered two orders creating liens (“the Liens”) which levied fines against the Property Owner.
2. The Lien was recorded in the Official Records of Pinellas County, Florida and encumbers the following described non-homestead real property:

Parcel 1:

The North 1/2 of Lot 4 and the South 1/2 of the Lot 3 and the South Five (5') Feet of the North 1/2 of Lot 3, in Block 2, of NORTH SHORE PARK, according to the map plat thereof, as recorded in the Plat Book 3, at Page 10, of the Public Records of Pinellas County, Florida.

Parcel 2:

Lot 5 and the South 1/2 of Lot 4, Block 2, of NORTH SHORE PARK, accordiug to the map or plat thereof, as recorded in the Plat Book 3, at Page 10, of the Public Records of Pinellas County, Florida.

Address: 1806 N FT HARRISON
AVE, Clearwater, FL 33755

and

1800 N. Ft. Harrison Ave.,
Clearwater, FL 33755

Parcel Number: 04-29-15-61488-002-0030 and
04-29-15-61488-002-0050

(“the Property”).

3. The City is the owner and holder of the Liens and is otherwise entitled to foreclose them.
4. On October 14, 2021 the City filed a lien foreclosure action in Pinellas County Circuit Court bearing Case No. 21-004911-CI (“the Action”).
5. The Parties desire to compromise and settle all disputes and claims which exist or which may exist between and among them arising out of the facts, matters, and events set forth in the Action, without admitting any liability and settle their rights and obligations in connection with the Lien.

AGREEMENTS, RELEASES, AND PROMISES

1. Incorporation of Recitals:

- a. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the Parties represent they are true, accurate, and correct.

2. Full compliance with the City’s Codes:

- a. In resolution of the Action, the Property Owner has brought the Property into full compliance with the City’s codes and regulations to the satisfaction of the Code Inspector.
- b. The Property Owner has agreed to keep the Property in full compliance with the City’s codes and regulations for a minimum of six (6) months after the Effective Date. Alternatively, the Property Owner may choose to sell the Property to a third-party before the six-month period has expired.
- c. If the Plaintiff alleges a violation within that period-of-time, the Defendant will have (45) forty-five days to correct any violation. Any such notices will be sent via courtesy copy to Defendant’s Attorney, Mark Schleben, at Mark@Schlebenlaw.com and Jeneen@Schlebenlaw.com.

3. Reduced Lien Amount:

- a. Within ninety (90) calendar days of the Effective Date, the Property Owner shall tender to the City, c/o Matthew Weidner, 250 Mirror Lake Drive, St. Petersburg, FL 33701, \$25,000.00.

4. Attorney’s Fees and Costs:

- a. The Property Owner shall solely bear the Property Owner’s attorneys’ fees and costs incurred in defense of the Action.

- b. If any Party hereto commences any action arising out of this Agreement, including, without limitation, any action to enforce or interpret this Agreement, the prevailing party or parties in such action shall be entitled to recover its reasonable attorney's fees and other expenses incurred in such action.

5. Dismissal of the Action:

- a. Within ten (10) business days of receipt of funds referenced in Paragraph 3(a), the City agrees to dismiss the Action.
- b. This Settlement Agreement will not be filed with the Court unless there is a breach of its terms, and that otherwise, there will be a voluntary dismissal with prejudice by the Plaintiff.

6. Satisfaction of the Lien:

- a. Within ten (10) business days of receipt of funds referenced in Paragraph 3(a), the City agrees to satisfy the Lien.

7. Immediate Judgment of Foreclosure:

- a. If the Property Owner fails to comply with any provision of this Agreement within the time period specified, the Property Owner agrees that the City is entitled to an immediate judgment of foreclosure in the amount of \$172,800.00 plus attorney's fees and court costs, and will do nothing to prevent the City from obtaining a summary judgment of foreclosure in the Action.

8. Warranty of Inability to Pay Lien:

- a. The Property Owner expressly warrants, under penalty of perjury, that the Property Owner does not have the financial means available to satisfy the full amount of the Lien.

9. Acknowledgements:

- a. This Agreement is entered into and executed voluntarily by each of the Parties and without any duress or undue influence on the part of, or on behalf of, any such Party.
- b. Each of the Parties has been represented by counsel of its/his own choice or has had the opportunity to be represented by counsel and to seek advice in connection with the negotiations for, and the preparation of, this Agreement and that he or it has read this entire agreement and that he or it is fully aware of its contents and legal effects.
- c. The drafting and negotiation of this Agreement has been undertaken by all Parties and their respective counsel. For all purposes, this Agreement shall be deemed to have

been drafted jointly by all parties hereto with no presumption in favor of one party over another in the event of any ambiguity.

10. Binding Effect:

- a. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective administrators, representatives, successors, and assigns.

11. Counterparts:

- a. This Agreement may be executed by the Parties in any number of counterparts, including by 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.

12. Integration Clause:

- a. This Agreement contains the entire agreement between and among the Parties, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between them relating to the subject matter of this Agreement. This Agreement may be amended only by an agreement in writing signed by the Parties.

13. Effective Date:

- a. This Agreement shall be deemed effective on the date that it is signed by all the Parties.

IN WITNESS WHEREOF, each of the Parties hereto has executed this agreement on the date set forth opposite his or its name below. The undersigned hereby certify that they have read and fully understand the terms, provisions, and conditions of this Agreement and have executed this Agreement Voluntarily.

Dated: 7/1/2022, 2022

Precision Hotel Management *Virginia Mitchell*
Precision Hotel

COUNTERSIGNED:

Dated: _____, 2022

City Manager

Approved as to form:

Attest:

Michael P. Fuino
Senior Assistant City Attorney

Rosemarie Call
City Clerk