

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS (hereinafter referred to as "Settlement Agreement") is made and entered into by CITY OF CLEARWATER, FLORIDA, a municipal corporation, (hereinafter referred to as the "City") and GILBERT JANNELLI (hereinafter referred to as the "Owner") on this _____ day of May, 2020 ("Effective Date").

RECITALS

WHEREAS, the City alleged that the real property located at 23837 US HWY 19 N, Clearwater, Florida, 33765 (the "US 19 Property") was not in compliance with certain provisions of the City's municipal code; and

WHEREAS, the City recorded municipal liens in the Official Records of Pinellas County Book 19191, Page 1387, Book 19676, Page 1089, Book 19751, Page 354 and Book 19810, Page 1094 against the US 19 Property and any other real and personal property owned by Owner (the "Liens"); and

WHEREAS, the City recorded municipal liens in the Official Records of Pinellas County Book 19858, Page 1959, against property located at 1343 Cleveland Street and any other real and personal property owned by Owner including the US 19 Property (the "Cleveland Street Lien"); and

WHEREAS, the City recorded municipal liens in the Official Records of Pinellas County Book 19469, Page 2690, against property located at 1871 Douglas Avenue and any other real and personal property owned by Owner including the US 19 Property (the "Douglas Avenue Lien"); and

WHEREAS, the City recorded a municipal lien in the Official Records of Pinellas County Book 20728, Page 2299, against property located at 2634 Woodring Avenue and any other real and personal property owned by Owner including the US 19 Property (the "Woodring Avenue Lien"); and

WHEREAS, the City has filed a cause of action for foreclosure of the Liens against the Owner and the US 19 Property; and

WHEREAS, the Owner denies any liability related to the alleged violations of municipal code and disputes the validity of the Liens; and

WHEREAS, the City acknowledges that, as of the date of this Settlement Agreement, the US 19 Property is in compliance with the City's municipal code; and

WHEREAS, the City and Owner desire to conclusively, completely and finally resolve and settle all claims, rights, actions and demands, asserted in the Liens and that lawsuit filed in the Circuit Court for Pinellas County, Florida, Case No. 2019-CI-001896, styled *City of*

Clearwater, a Municipal Corporation v. Howard Bruder, as Trustee of the Irwin Weinstein Family Trust et. al.

NOW THEREFORE, it is understood and agreed by and between the City and Owner that in exchange for the promises and covenants contained herein, and more specifically, in consideration of the releases set forth in Paragraph 4 of this Agreement, the parties agree as follows:

1. Within thirty (30) days of the Effective Date of this Settlement Agreement, the Owner shall pay the City the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Settlement Funds") by certified check made payable to Weidner Law, P.A., c/o Matthew Weidner, 250 Mirror Lake Drive North, St. Petersburg, Florida 33701.

2. Concurrently with the execution of this Settlement Agreement, counsel for Owner has delivered to counsel for City a Stipulation of Dismissal with Prejudice and Release of Lis Pendens. The City has authorized its attorneys to execute the Stipulation and Release of Lis Pendens, and hereby authorize counsel for Owner to file the same with the Court and have an Order for Dismissal with Prejudice entered by the Court as a matter of record.

3. Within ten (10) days of receipt of the Settlement Funds, the City shall record releases and satisfactions of the Liens and partial releases of the Cleveland Street Lien, Douglas Avenue Lien, and the Woodring Avenue Lien as to the US 19 Property in the Official Records of Pinellas County, Florida.

4. As consideration for the payment described in Paragraph 1 above and with full understanding of the contents and legal effect of this Settlement Agreement, the City hereby completely, unconditionally and irrevocably releases and forever discharges the Owner, Howard Bruder, as Trustee of the Irwin Weinstein Family Trust, Elizabeth Riccardi, Hope Pearlstein, Ivy Lager, Design Contracting Incorporated, Angels Custom Builders, Inc., and any former or presently affiliated or related companies, or divisions, predecessors or successors, and/or their respective officers, directors, members, managers, agents, employees, former employees, owners, successors, assigns, and clients, and any individual(s) or entity(ies) that may have or claim an ownership interest in the US 19 Property, from any and all claims, known or unknown which the City may now have, or have ever had against the Owner which arising in whole or in part from the Liens and allegations in the City's Complaint. The City acknowledges and agrees it shall not encumber the US 19 Property with any past or future municipal liens arising from alleged code violations on other properties owned by the Owner for a period of eighteen (18) months after the Effective Date; provided, however, that any future municipal lien arising from code violations on the US 19 Property will immediately encumber the US 19 Property.

5. The City and Owner warrant that each has the sole right and authority to execute this Settlement Agreement and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claims or demands relating to any rights surrendered by virtue of this Settlement Agreement.

6. This Settlement shall be binding on the parties' successors, and assigns and shall inure to the benefit of the parties and/or former or presently affiliated companies, predecessors, successors, owners, assigns, and clients, and their respective officers, directors, members, managers, agents, and employees.

7. The parties hereto represent that they have read this Settlement, that they are fully aware of its contents and of its legal effect, that this settlement represents the entire and final agreement between the parties, and that they freely, knowingly, and voluntarily enter into it.

8. In the event that it should be necessary for any party to institute legal action to enforce any of terms and conditions or provisions contained in this Settlement Agreement, or for any breach thereof, the prevailing party in such action shall be entitled to costs and reasonable attorney fees.

9. This Settlement Agreement shall be construed and governed by the laws of the State of Florida, and any action brought to enforce the terms of this Settlement Agreement shall be brought in the Circuit Court of the State of Florida in and for the County of Pinellas. The parties hereto further agree that if, for any reason, any provision hereof is unenforceable, the remainder of this Settlement Agreement shall nonetheless remain binding and in effect.

10. This Settlement constitutes the complete and final understanding between the City and Owner and supersedes any and all prior contracts, agreements, promises or inducements, if any, concerning its subject matter. The City and Owner agree that all such prior contracts, agreements, promises, inducements, rights, claims actions and demands which are based in whole or in part on any matter released or otherwise referred to in Paragraph 4 of this Settlement Agreement are hereby unconditionally and irrevocably merged into this Settlement and forever extinguished upon complete performance of the conditions described throughout this Settlement Agreement. No promises or agreements made subsequent to the execution of this Settlement Agreement by the parties shall be binding unless express, reduced to writing and signed by all parties to this settlement agreement.

11. The Recitals set forth at the beginning of this Settlement Agreement are deemed incorporated herein, and the parties represent they are true, accurate, and correct.

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: 4/23, 2020

COUNTERSIGNED:

Dated: _____, 2020


Defendant

William B. Horne, III

City Manager

Approved as to form:

Attest:

Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk