

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement”) by and between the City of North Miami, a Florida municipality (the “City”), and Greenwich Studio, Inc., a Florida Profit Corporation (“Greenwich”) resolves all disputes between the parties that exist up to and including May 31st, 2021 (“Execution Date”). The City and Greenwich are sometimes collectively referred to as the “Parties”.

### **RECITALS**

WHEREAS, on March 25, 1996, the Parties entered into a License Agreement for the limited use of the N.E. 121 Street roadway owned by the City of North Miami for a license fee in the amount of Five Thousand Dollars (\$5,000.00) per year; and

WHEREAS, the License Agreement was recorded in the public records for Miami-Dade County at Official Record Book 17164, Page 3533 on April 15, 1996; and

WHEREAS, on or about November 1, 2018, the City sent a letter to Greenwich, advising that payments had not been made in accordance with the License Agreement and demanding full payment for overdue license fees; and

WHEREAS, Greenwich has advised the current City administration that: 1) their property is under contract under the terms of a purchase and sale agreement and is scheduled for closing in the near future; and 2) former City Manager Larry M. Spring, Jr. provided Greenwich with assurances that the overdue license fees would be forgiven and that no future payments were due; and

WHEREAS, the City is unable to verify the authenticity of this communication and has no record of the Mayor and City Council authorizing the waiver of license fees under the terms of the License Agreement; and

WHEREAS, the Parties desire to enter into this Settlement Agreement to facilitate the sale of the property and to settle all disputes or potential disputes between the Parties related to the License Agreement including, but not limited to, the license fees due under the License Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

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

2. Consideration. In order to reach resolution of the above described issues, Greenwich agrees to pay to the City the amount of Twenty Thousand 00/100 Dollars (\$20,000.00) in full settlement of the City’s claim for unpaid license fees under the terms of the License Agreement. Greenwich is making this payment in full compromise and settlement of any and all

claims, demands, causes of action and liabilities of every kind and character, including attorney's fees, costs and interest, that the Greenwich had or may now have, of any kind whatsoever against the City, its officers, directors and employees, arising out of, relating to, or regarding the license agreement. Greenwich will make such payment within thirty (30) days.

3. Release. In consideration of the payments set forth in Section 2, Greenwich does hereby remise, release and forever discharge the City of North Miami ("City"), (as well as their respective predecessors, successors, assigns, officers, principals, members, managers, employees, attorneys, agents, and representatives) with respect to any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, warranties, obligations, variances, trespasses, liens, damages, judgments, executions, claims, and demands of any nature whatsoever, whether at law or in equity, whether known or unknown, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the Execution Date, for any and all matters regarding, relating to, or in connection the License Agreement.

4. Further Assurances. Each of the Parties agrees to execute such additional and further documentation as may be necessary and/or appropriate to further the intent of the Parties as set forth herein.

5. No Admission of Wrongdoing. Nothing in this Agreement shall constitute or be construed as an admission of liability on behalf of the Parties, or their agents or representatives, or an admission as to the allegations made in connection with the Property.

6. Prevailing Party Fees. In the event that either Party brings an action to enforce this Agreement, then the prevailing party in such enforcement action shall be entitled to recover its reasonable attorneys' fees and costs, including fees and costs of appeal.

7. Counterparts; Execution. This Agreement may be executed in multiple counterparts, all of which when taken together shall be construed as, and enforceable as, the Agreement. Execution of this Agreement is when each party has signed this document and delivered a signed copy of this Agreement to the other party.

8. Entire Agreement. This Agreement constitutes the entire agreement between the respective Parties relating to the Property and supersedes any and all prior agreements, arrangements, or understandings between them relating to the subject matter of this Agreement and any amendments or changes to the terms of this Agreement are ineffective unless they are in writing and executed by all of the Parties.

Stipulated to and Agreed by:

**Greenwich Studio, Inc.**, a Florida for-profit corporation,  
Corporate Secretary or Witness: “**Greenwich**”:

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

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

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

Date: \_\_\_\_\_

ATTEST:

**City of North Miami**, a Florida municipal  
corporation, “**City**”:

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

Vanessa Joseph, Esq.  
City Clerk

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

Theresa Therilus, Esq.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

Jeff P. H. Cazeau, Esq.  
City Attorney