

# CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

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## MEMORANDUM


**TO:** Fort Pierce Mayor & Commissioners  
**FROM:** Robert V. Schwerer, Esq., City Attorney  
**SUBJECT:** Settlement Agreement – Harbour Isle vs. City Litigation  
**DATE:** February 7, 2014

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This litigation is now settled. Commission approval at a duly convened City Commission meeting is required in order to finalize the paperwork. Please reference the attached mediation Settlement Agreement.

All parties to the lawsuit have agreed to end this litigation by dismissing their lawsuits and claims with prejudice, each party to bear their respective fees and costs. Accordingly, the Harbour Isle entities will forgo and dismiss their claim for a refund of approximately \$600,000 in surplus building department permit fees in exchange for the City dismissing its approximate \$430,000 claim against said entities for developer infrastructure improvements required by the site plan. Each party will also execute a full and complete release of claims document.

This office and the City Manager request approval of this settlement.



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Robert V. Schwerer, Esq.  
City Attorney

enclosure

RVS/cf

cc: Robert J. Bradshaw, City Manager  
Nick Mimms, Deputy City Manager  
Linda Cox, City Clerk  
John Andrews, City Engineer

IN THE CIRCUIT COURT OF  
THE 19<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR J. LUCIE  
COUNTY, FLORIDA

Case No. 522608CA  
008769

HARBOR-1314  
Develoni et al

PLAINTIFF(S),

vs.

The State of Florida

DEFENDANT(S).

**SETTLEMENT AGREEMENT AT MEDIATION**

The parties hereto have reached the following agreements in full and complete resolution of the above-styled litigation:

- ~~1. The Defendant(s) agree to pay to the Plaintiff(s) the total sum of \$ \_\_\_\_\_ within \_\_\_\_\_ days of the date of this Agreement.~~
2. The Plaintiff(s) shall <sup>AND DEFENDANTS</sup> ~~dismiss their lawsuit with prejudice.~~ <sup>AGAINST EACH OTHER</sup>
3. The Plaintiff(s) shall <sup>AND DEFENDANT</sup> ~~execute full and complete release(s) of the~~ <sup>EACH OTHER</sup> ~~defendants executing this agreement and all other persons, firms, corporations or other entities in privity with the named releasee(s) at the same time as receiving the payment set forth in Paragraph 1 above, excepting therefrom any first party health, automobile insurance coverage, workmens's compensation coverage or PIP coverage provided by entities other than the named releasee(s).~~

4. The Plaintiff(s) agree to *protect and hold harmless* the released parties from any claims and/or liens and to pay and satisfy out of the settlement proceeds any outstanding claims or liens of any nature including medical expenses, which includes Medicaid and Medicare, that may attach to the settlement proceeds before the balance of the settlement proceeds are disbursed.

5. All parties agree to bear their own costs and fees.

6. This agreement is final and binding as of the date and time it is signed by or on behalf of the parties, *EXCEPT AS PROVIDED BELOW.*

7. Other Agreements:

*A) CONTINGENT UPON PLAINTIFF ACCORDING TO TERMS OF SETTLEMENT BY 6:00 PM 2/3/14*

*B) CONTINGENT UPON DEFENDANT OBTAINING BOARD APPROVAL OF SETTLEMENT PER FLORIDA LAW*

*(C) CONTINGENT UPON BOARD APPROVAL WITHIN 20 DAYS*

Done and agreed to on the 3<sup>RD</sup> day of FEBRUARY, 2014 in FT PINE BLUFF, Florida.

M. J. [Signature]  
Plaintiff / OWEN AS TRUSTEE

\_\_\_\_\_  
Defendant/Representative

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant/Representative

[Signature]  
Attorney for Plaintiff

[Signature]  
Attorney for Defendant

\_\_\_\_\_  
Attorney for Defendant