

DEAN, RINGERS, MORGAN AND LAWTON

A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW



GOBLE D. DEAN [1913-2000]
ANDREW L. RINGERS [1937-2014]
DALE O. MORGAN (OF COUNSEL)
WILLIAM E. LAWTON *##++++
LAMAR D. OXFORD #
F. SCOTT PENDLEY **
JOHN D. ROBINSON
FRANK C. WESIGHAN +
JEFFRY J. BRANHAM +
JOSEPH R. FLOOD, JR.
S. RENEE STEPHENS LUNDY *
DOUGLAS T. NOAH
ALAN D. KALINOSKI *##**
JOHN M. JOYCE
G. CLAY MORRIS *
RONALD P. GRENINGER
MICHAEL A. LOWE +
JOHN T. CONNER
BRYAN A. LOWE +
GLORIA A. CARR
JOSHUA B. WALKER
GAIL C. BRADFORD +##

MAIN OFFICE:

CAPITAL PLAZA 1
201 EAST PINE STREET, SUITE 1200 (32801)
POST OFFICE BOX 2928
ORLANDO, FL 32802-2928
(407) 422-4310
FAX (407) 648-0233
WWW.DRML-LAW.COM

PLEASE REPLY TO MAIN OFFICE

SATELLITE OFFICES:

FORT LAUDERDALE, FL 33301 (954) 315-3870 FAX (954) 302-7809	JACKSONVILLE, FL 32207 (904) 371-1907 FAX (904) 839-4089
PANHANDLE - MIRAMAR BEACH, FL 32550 (850) 269-7215 FAX (850) 601-0898	MIAMI, FL 33131 (305) 913-1797 FAX (786) 410-0720
TAMPA, FL 33607 (813) 288-4686 FAX (813) 579-3634	

JESSICA C. CONNER
PATRICIA M. REGO CHAPMAN
C. DEWITT REVELS III
ERIC J. NETCHER
JENNA M. WINCHESTER
MEREDITH L. McAVOY

* FLORIDA BAR BOARD CERTIFIED CIVIL TRIAL LAWYER
+ FLORIDA BAR BOARD CERTIFIED WORKERS' COMPENSATION LAWYER
FLORIDA BAR BOARD CERTIFIED APPELLATE PRACTICE LAWYER

ADMITTED TO THE DIST. OF COLUMBIA BAR
++ ADMITTED TO THE GEORGIA BAR
** ADMITTED TO THE ILLINOIS BAR
ADMITTED TO THE MASSACHUSETTS BAR
+++ ADMITTED TO THE NEW YORK BAR

July 19, 2017

ATTORNEY-CLIENT PRIVILEGED MATERIAL WORK PRODUCT

Mr. James M. Messer
City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, FL 34950

RE: The Haven Detox Fort Pierce, LLC, et al. v. City of Fort Pierce, etc.,
Case No: 2:16-cv-14270-MARRA/LYNCH
Claim No: GC2016084569

Dear Mr. Messer:

Enclosed please find the original fully executed Settlement Agreement and Mutual General Release regarding the above matter. Please maintain for public records purposes. It was a pleasure working with you on this matter.

Should you have any questions please do not hesitate to contact our office.

Very truly yours,

Douglas T. Noah

DTN/aib
Encl.
00211684

SETTLEMENT AGREEMENT

1. Definitions:

(a) **Parties:** The parties to this Settlement Agreement (the "Agreement") are **THE HAVEN DETOX FORT PIERCE, LLC and KMG HOLDINGS, LLC**, their owners, officers, employees, agents, and assigns (hereinafter collectively, "**PLAINTIFFS**"); and the **City of Fort Pierce**, its elected officials, past and present employees, agents, representatives, and attorneys, all individually and in their official capacities as its elected officials, past and present employees, agents, representatives and attorneys (collectively, the "**Defendant**").

(b) **The Insurer:** The term "**Insurer**" shall mean **The Florida Municipal Insurance Trust**, and its past and present agents, servants, employees, officers, directors, shareholders, commissioners, and any persons, firms, corporation general partnerships, limited partnerships, or individuals in privity with them, administrators, executors, successors, subsidiaries or parent corporation.

(c) **The Action:** The "**Action**" is defined as all Complaints and Appeals filed by **PLAINTIFFS**, including the federal suit pending in the United States District Court Southern District of Florida, Case No: 16-14270-Civ-Marra and the Second Tier Writ of Certiorari pending in the Fourth District Court, and originally brought in the Nineteenth Judicial Circuit styled, case number 4D17-1535, respectively.

2. Terms:

a. Settlement Terms:

The Parties jointly agree to the following:

i. The City's Insurer shall pay to **PLAINTIFFS** settlement proceeds totaling Nine Hundred, Ninety Thousand and no/100 dollars, \$990,000.00, to James K. Green Trust Account.

ii. Settlement proceeds shall be paid within 30 days of the City's receipt from Plaintiffs' counsel of an executed IRS W-9 Tax Identification Form.

iii. **PLAINTIFFS** agree not to apply to Defendant for conditional use approval seeking to operate a detoxification facility at 4707 Oleander Avenue, Ft. Pierce, Florida. If **PLAINTIFFS** make such application, the City may reject such application without incurring any future liability and **PLAINTIFFS** agrees to waive any claims for lost damages or equitable relief in the future.

iv. Neither party shall be considered the prevailing party under any statute awarding attorney fees and the sums described above and each party shall be responsible for their own attorneys' and costs.

v. By entering into this Settlement Agreement, **DEFENDANT** does not admit any liability whatsoever to **PLAINTIFFS** arising out of the claims asserted, or that could have been asserted in this litigation, and expressly denies any and all such liability. **DEFENDANT** enters into this Settlement Agreement at the advice of and in cooperation with its insurance carrier, in the interest of its residents and to avoid further legal expenses and costs, disruptions to its operations, and to otherwise avoid the vexations of litigation.

vi. This Settlement Agreement shall become effective and binding upon the City Commission's approval of the terms set forth herein.

b. Release and Discharge:

In consideration of the payments called for herein, **PLAINTIFFS** shall execute a mutually acceptable release of all claims in favor of the City and the Insurer and release, acquit and forever discharge the **Defendant** and the **Insurer**, and all other persons, firms or corporations with whom the **Defendant** and the **Insurer** have been, are now or may hereafter be affiliated, of and from any and all claims for attorneys' fees associated with this Complaint.

c. Notice to The Court: The parties shall notify the court of this Settlement Agreement and seek a modification of current court established deadlines and jointly seek an abeyance of this litigation pending final approval from the City and payment of settlement proceeds.

d. Savings Clause: Should a court or other competent authority render invalid any provision of the Agreement, except for the payment of damages specified in Paragraph 2.a.i, above, the parties agree that this shall not in any manner affect the enforceability of the other provisions of the Agreement.

e. Voluntariness: Plaintiffs hereby affirm and acknowledge that they have read the foregoing Agreement; have been advised by their attorney regarding its terms; that they fully understands the meaning of the terms of the Agreement; and that the Agreement is a voluntary; full and final compromise, release and settlement of all claims, demands, injuries, damages, actions or causes of action, known or unknown, occurring prior to execution of the Agreement.

f. Neutral Interpretation: Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

g. Final Settlement of Attorney's Fees and Costs: This Agreement constitutes the complete understanding of the parties hereto and supersedes any and all prior agreements, promises, representations, or inducements, whether oral or written, concerning its subject matter. No promises or agreements made subsequent to the execution of this Agreement by the parties shall be binding unless reduced to writing and signed by authorized representative of the parties.

h. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one single Agreement.

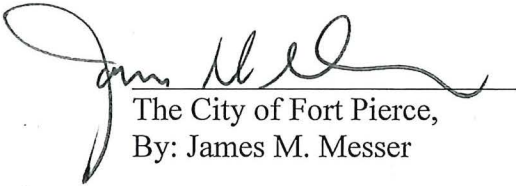
This Agreement was entered into on the 7th day of July, 2017, and executed by the parties on the date(s) set forth below.



**The Haven Detox Fort Peirce LLC,
By: Kirill Vesselov**



**KMG Holdings, LLC,
By: Kirill Vesselov**



**The City of Fort Pierce,
By: James M. Messer**

Dated: 07/07/2017