

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made between CITY OF FORT PIERCE FLORIDA, a Florida municipal corporation ("CITY") and FT PIERCE PETROLEUM, LLC, a Florida limited liability company ("FPP").

RECITALS

WHEREAS, CITY filed a complaint in the Circuit Court for St. Lucie County, Florida against FPP under case number 2017CA1586 (the "Suit"); and

WHEREAS, the Suit relates to alleged code enforcement violations for property owned by FPP at 7131 Okeechobee Rd., Ft. Pierce, FL ("Property") wherein FPP interposed a number of affirmative defenses ("Defenses"); and

WHEREAS, FPP desires to develop a fully operational gas station and convenience mart at the Property and that such development is currently underway ("Final Product"); and

WHEREAS, CITY and FPP desire to resolve the Suit without the necessity of incurring additional time, litigation and expense.

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

1. **Recitals:** The recitals of fact set forth above are true and correct and are hereby made a part of this Agreement as if fully set forth herein.
2. **No Admissions:** This Agreement is not the result of and does not result in the admission of any liability or wrongdoing by either CITY or FPP in relation to the facts giving rise to the Suit and the Defenses.
3. **Agreements:**

- a. This Agreement and the settlement encompassed herein is contingent upon final approval by the City Commission for City with the targeted approval date to be on or before April 16, 2018 (“Approval Date”).
- b. The parties herein agree that this Agreement shall resolve the Suit and any and all other outstanding, threatened, contemplated, pending or unresolved code enforcement liens or code issues aside from those which gave rise to the Suit (collectively the “Code Issues”).
- c. FPP shall make a payment of \$100,000.00 as full and final settlement of all Code Issues within 90 days of the Approval Date (“Payoff”). City agrees to issue an estoppel letter for the Payoff upon request by FPP.
- d. The parties acknowledge that issuance of a permit is required to complete the scope of work necessary for completion of the Final Product. To this end, the parties agree as follows:
 - i. The permit has been applied for as of the date of this Agreement;
 - ii. Within 30 days from the Approval Date, all comments shall be returned to FPP from City; and
 - iii. Within 60 days from the Approval Date, all revisions required by City’s comments shall be completed and the plans returned to City by FPP; and
 - iv. Within 90 days from Approval Date, City shall issue the permit so that FPP may begin work in connection with the permit.

- e. The Code Issues, having been resolved by this Agreement, shall not be revived by City, however, should any new condition at the Property arise in the future, City may enforce its rights pursuant to its code enforcement powers.
 - f. The parties, by and through their respective counsel, shall file a stipulated continuance of the docket sounding set for April 13, 2018 to allow the approval of this Agreement by City Commission.
4. **Dismissal of Lawsuit:** Upon the occurrence of the conditions set forth in 3(c) and 3(d) hereinabove, FPP and CITY [through their counsel] shall file with the court a stipulation for joint dismissal with prejudice of the Suit in the form attached as Exhibit "A", with the court retaining jurisdiction to enforce this Agreement. CITY, [through its counsel] shall then immediately forward to the court the agreed order ratifying the stipulation in the form attached as Exhibit "B".
5. **Attorneys Fees:** The Parties collectively agree that each shall bear its own attorney's fees and costs, if any, incurred in relation to the Suit and this Agreement.
6. **Release from CITY to FPP:** Excluding the obligations set forth in this Agreement due to CITY, CITY does hereby release, acquit and forever discharge FPP and FPP's principals, and each of their parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns and clients, along with the officers, directors, partners, members, shareholders, employees, agents, attorneys and representatives, if any, from any and all charges, claims, actions, causes of action, demands, complaints, liabilities, liens, obligations,

promises, controversies, damages, suits, rights, costs, commissions, losses, debts, or expenses (including attorney's fees and costs) whether known or unknown, fixed or contingent, suspected or unsuspected, which CITY may have had, may now have, or may hereafter have, arising from the beginning of time to the date of this Agreement which relates to or arises from the Property and the Suit.

7. **Release from FPP TO CITY:** Excluding the obligations set forth in this Agreement due to CITY, FPP does hereby release, acquit and forever discharge CITY, together with each of their parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns, beneficiaries, and clients, along with the officers, directors, partners, members, shareholders, employees, agents, attorneys and representatives, if any, from any and all charges, claims, actions, causes of action, demands, complaints, liabilities, liens, obligations, promises, controversies, damages, suits, rights, costs, commissions, losses, debts, or expenses (including attorney's fees and costs) of any kind and character whatsoever, whether known or unknown, fixed or contingent, suspected or unsuspected, whether or not fully accrued, from the beginning of time to the date of this Agreement which relates to or arises from the Property and the Suit.

8. **Nature of Releases:** All Parties signing a release each hereby represent and agree that no representations about the nature and extent of his/her/its rights made by an attorney or agent of any party hereby released have induced it to execute the release contained in this Agreement; that each party is acting, subject to advice of legal counsel of his/her/its own choosing, upon its own

judgment, belief, and knowledge of the nature, extent, and duration of his/her/its claims; that the consideration recited in the Agreement is sufficient; that no one has coerced him/her/it into signing this Agreement, and that the terms are fair and reasonable. The parties to this Agreement hereby acknowledge that they have retained counsel of their choosing for legal advice and to explain the legal significance of any and all terms contained in this Agreement.

9. **Effect of Release.** It is the intention of the parties hereto that the release as set forth above, shall be effective as a bar to actions, fees, damages, losses, claims, liabilities and demands of whatever character, nature and kind, known or unknown, suspected or unsuspected, herein above specified to be so barred. The parties expressly consent that the release shall be given full force and effect in accordance with each and all of the express terms and provisions, including those terms and provisions relating to known and unsuspected claims, demands and causes of actions, if any, to the same effect as those terms and provisions relating to any other claims, demands and causes of action herein above specified.
10. **No Assignment of Rights.** The parties represent and warrant that they have not assigned the Suit or any of the rights related to the Property or the Suit to any third party and that no other entity or person has an interest in the Suit, the Contract or the Property other than FPP and CITY except as specifically set forth herein.
11. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of

this Agreement and supersedes all prior and contemporaneous agreements and understandings relative to such subject matter.

12. **Agreement or Modification Required in Writing.** This Agreement may not be amended or altered except by a writing signed by all parties to this Agreement at the time of the Agreement or alteration.
13. **Time of Essence.** THE PARTIES AGREE THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL PAYMENTS AND ALL OBLIGATIONS SET FORTH IN THIS AGREEMENT.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the applicable laws of the United States of America. Any action or proceeding under or in connection with this Agreement shall be brought in St. Lucie County, Florida.
15. **No Presumptions.** Each party hereto and/or its counsel have reviewed this Agreement and have participated in the preparation of this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.
16. **Binding Effect.** This Agreement inures, is for the benefit of, and is binding upon each Party's respective predecessors, successors, assigns, affiliates, divisions, subsidiaries, members, partners, insurers, reinsurers, their former, current and future shareholders, directors, officers, trustees, receivers, employees, agents, attorneys, volunteers, representatives, their heirs, executors,

administrators, successors and assigns, as well as any persons or entities claiming through one or more of them, any benefit of this Agreement.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall constitute the same instrument and Agreement.
18. **Facsimile/PDF Signature Binding.** The parties hereto agree that telecopied or PDF signatures may be used in place of original signatures on this Agreement. The parties intend to be bound by the signatures on the telecopied or PDF document, are aware that the other parties will rely on the telecopied or PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement, based on the form of signature.
19. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Agreement nor the application of such provision to the other persons or circumstances shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
20. **Authorized Signatories.** All signatories hereto hereby warrant, represent and affirm that they have the authority to enter into this Agreement.
21. **Headings.** The headings to the Paragraphs of this Agreement are for convenient reference only and shall not be used in interpreting this Agreement.

22. **Non-Disparagement:** The parties hereby agree to refrain from disparaging the other by taking any action or verbalizing anything which could reasonably be expected to adversely affect each other's reputation in the business community.
23. **Waiver.** This Agreement and any of the terms, provisions, covenants or conditions hereof may only be amended, modified, superseded or cancelled, by a written instrument executed by all parties hereto, or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any party of any provision of this Agreement, in any one or more instances, shall be deemed to be or construed as further or continuing waiver of any such provision or breach, or as a waiver of any other condition of the breach of any other term, provision or covenant.
24. **Waiver Of Jury Trial.** The parties hereby waive, to the fullest extent permitted by law, the right to trial by jury in any action, proceeding or counterclaim filed by either party, relating directly or indirectly to this Agreement or any acts or omissions of either party in connection therewith.
25. **Independent Obligations: The obligations under this Agreement are independent obligations.**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and sealed by their duly authorized representatives as of the day first written above.

SIGNATURE PAGES TO FOLLOW

Dated this 22 day of ^{March}~~April~~ 2018.

CITY OF FORT PIERCE

BY: [Signature]
Print: Tomas Pequeno
Its: CITY ATTORNEY

Dated this 22 day of ~~April~~^{March}, 2018.

FT PIERCE PETROLEUM, LLC

[Signature]
Tomas Pequeno, its Manager

[Signature]
LEIT GRAZ,
MANAGER.

[Signature]
Alexander Gonano
84211