

**SETTLEMENT AGREEMENT AND MUTUAL RELEASES**  
(the "Agreement")

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 between F.X. FARREY, JR. and MARIANNE FARREY ("FARREYS"), and TOWN OF MIAMI LAKES ("TOWN"), referred to collectively as the "Parties."

WHEREAS, on May 31, 2012, the TOWN entered an Order Imposing Civil Penalties, for alleged violations of Section 8-1 of the TOWN Code and Section 105.1 of the Florida Building Code, requiring the FARREYS to correct the said violations and to pay civil penalties of Five Hundred Dollars (\$500) per day retroactive to March 21, 2012 through to the date of compliance ("Order").

WHEREAS, FARREYS subsequently filed an appeal in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, which case is styled as F.X. FARREY, JR. and MARIANNE FARREY v. TOWN OF MIAMI LAKES, Case No. 12-246 AP (the "Appeal");

WHEREAS, the TOWN alleges it is owed a balance of \$11,281.30 for fines, plus \$208.65 in staff time, special master and other expenses, and attorneys' fees in the amount of \$16,995;

WHEREAS, the FARREYS deny that they are liable to the TOWN for any sum of money or claim, but the parties nevertheless desire to settle and resolve all alleged claims, counterclaims, defenses, and disputes existing between them as set forth in this Agreement without need for further litigation;

WHEREAS, the Parties acknowledge that they have full power and authority to execute and deliver this Agreement, and that they intend to be bound by this Agreement; and

WHEREAS, the Parties agree that the foregoing recitals shall be incorporated in and made a part of this Agreement, as if fully set forth hereinafter in this Agreement.

NOW THEREFORE, in consideration for the exchange of promises and undertakings as stated in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. AGREEMENT OF THE PARTIES:

1. FARREYS shall pay to the TOWN the sum of **Two Thousand Dollars (\$2,000.00)** ("Settlement Funds"), within ten (10) business days after execution of this Agreement by all Parties (including approval of the Town Council by resolution), in full settlement of all claims and disputes that were or could have been asserted against in the Order and Appeal, including

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TOWN \_\_\_\_\_

attorney's fees and costs, and in consideration of all the promises and undertakings of the TOWN in this Agreement.

2. The Appeal will be held in abeyance after execution of this Agreement by the Town Manager and the FARREYS; the Parties will neither file nor serve motions, briefs or other documents unless required by Court Order, or in response to requests from the Clerk of Court. During the period of abeyance, the Court shall retain jurisdiction of the Appeal.

3. The Parties recognize that this Agreement is subject to approval by the Town Council. If the Town Council accepts this Agreement, or an Agreement with more favorable terms to the FARREYS, then at that same time, the TOWN shall execute a Discharge of the Lien of the Order, attached as Exhibit "A," which shall be held in trust by counsel for the FARREYS, Stearns, Roberts, Guttentag & Zelmer, P.A. In addition, upon acceptance by the Town Council, the Parties shall cause their counsel to execute the Stipulation for Dismissal with Prejudice in the form as attached hereto as Exhibit "B," which shall be held in trust by counsel for the TOWN, Greenspoon Marder, P.A. Upon the TOWN's receipt of cleared funds as described in paragraph A.1. above, Stearns, Roberts, Guttentag & Zelmer, P.A. may record the discharge of lien in the county records of Miami-Dade County, Florida, in the form attached as Exhibit "A," and Greenspoon Marder, P.A. may forward the Stipulation and Agreed Order, in the form also attached at Exhibit "B," to the Court. If the Town Council does not accept this Agreement, then at that time, the FARREYS may proceed with the Appeal, the Appeal will no longer be held in abeyance, and this Agreement shall be null and void.

4. The parties shall bear their own attorneys' fees and costs for the Order and Appeal.

**B. GENERAL RELEASES AND TERMS:**

1. In consideration for TOWN complying with its obligations recited in this Agreement, upon acceptance by the Town Council of this Agreement, FARREYS hereby remises, releases, acquits satisfies, and forever discharges TOWN and its past and present officers, directors, shareholders, members, employees, and attorneys, of and from all, and all manner of action and actions, causes and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, warranties, promises, variances, trespasses, defects, liquidated damages, delay damages, damages, judgments, executions, claims and demands, liabilities of every kind and character, known or unknown, latent or patent, whatsoever, in law or in equity, which FARREYS ever had, now has, or which any personal representative, successor, heir or assigns of FARREYS hereafter can, shall or

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TOWN \_\_\_\_\_

may have, against TOWN, for, upon or by reason of any matter, cause or thing, whatsoever from the beginning of the world up to the date of the full execution of this Agreement by the Parties, arising from the Order Imposing Civil Penalties and/or Appeal, that were raised or could have been raised.

2. In consideration for FARREYS complying with its obligations recited in this Agreement, upon acceptance by the Town Council of this Agreement, the TOWN hereby remises, releases, acquits, satisfies, and forever discharges FARREYS of and from all, and all manner of action and actions, causes and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, warranties, promises, variances, trespasses, defects, liquidated damages, delay damages, damages, judgments, executions, claims and demands, liabilities of every kind and character, known or unknown, latent or patent, whatsoever, in law or in equity, which TOWN ever had, now has, or which any personal representative, successor, heir or assign of TOWN hereafter can, shall or may have, against FARREYS, for, upon or by reason of any matter, cause or thing, whatsoever from the beginning of the world up to the date of the full execution of this Agreement by the Parties, arising from the Order Imposing Civil Penalties and/or Appeal, that were raised or could have been raised.

3. It is understood and agreed that this settlement is the compromise of doubtful and disputed claims, and that the execution of this Agreement and payment of any monies shall not be construed as an admission of liability on the part of either party. The parties deny any liability to the other Parties and the execution and performance of this Agreement is intended merely to avoid the expense and inconvenience of continued litigation.

4. This Agreement is freely and voluntarily executed by the parties after having been advised of all relevant information and data by their consultants and attorneys. No inducements, promises, or representations have been made by either party that are not contained herein. This Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not merely a recital.

5. This Agreement is to be construed and interpreted in accordance with the laws of the State of Florida.

6. The parties acknowledge and agree that each party has had the benefit of the advice of separate counsel, each party has participated fully in negotiation and preparation hereof, and is entering into this Agreement freely, without duress, and for valuable consideration; accordingly, this Agreement shall not be more strictly construed against any of the Parties.

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7. The prevailing party to any motion, action or lawsuit to enforce the terms of this Agreement shall be entitled to recover its reasonable attorneys' and paralegals' fees and costs for filing and litigating any such motion, action or lawsuit, and shall also be entitled to recover any reasonable attorneys' fees and costs for an appeal.

8. This Agreement may be signed in one or more counterparts, and all counterparts together shall constitute this Agreement. Faxed or otherwise electronically delivered copies will be treated as originals; however, this Agreement will only be binding when it has been executed by each party to the Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT AND ACKNOWLEDGE THAT THEY FULLY UNDERSTAND IT AND, HAVING FULL AUTHORITY TO ENTER THIS AGREEMENT, INTEND TO BE BOUND BY IT.

**TOWN OF MIAMI LAKES**

\_\_\_\_\_  
By: Alex Rey, Town Manager

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

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013 before me, a notary public in and for said state, personally appeared \_\_\_\_\_, Town Council for the TOWN OF MIAMI LAKES, and is personally known and was duly sworn and has executed the foregoing Settlement Agreement.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
**F.X. FARREY, JR.**

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

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013 before me, a notary public in and for said state, personally appeared F.X. FARREY, JR., who is personally known to me and was duly sworn and has executed the foregoing Settlement Agreement.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

Initials: FARREYS \_\_\_\_\_  
TOWN \_\_\_\_\_

\_\_\_\_\_

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

**MARIANNE FARREY**

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013 before me, a notary public in and for said state, personally appeared MARIANNE FARREY, who is personally known to me and was duly sworn and has executed the foregoing Settlement Agreement.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

Initials: FARREYS \_\_\_\_\_  
          TOWN \_\_\_\_\_

**EXHIBIT A – DISCHARGE OF LIEN**

This instrument prepared by and  
After recording return to:  
Attention: Diane J. Zelmer, Esq.  
Stearns, Roberts, Guttentag & Zelmer, P.A.  
1000 Sawgrass Parkway, Suite 552  
Fort Lauderdale, FL 33323

**TOWN OF MIAMI LAKES  
CODE COMPLAIANCE HEARING OFFICER**

**TOWN OF MIAMI LAKES,**

Petitioner,

CASE NO. C2012-0523

vs.

**F.X. FARREY, JR. and  
MARIANNE FARREY,**

Respondents.

\_\_\_\_\_ /

**DISCHARGE OF LIEN AND ORDER IMPOSING CIVIL PENALTIES**

The Petitioner **TOWN OF MIAMI LAKES** (“**TOWN**”) hereby releases and discharges that lien and Order Imposing Civil Penalties, on any and all real and/or personal properties owned by Respondents, recorded on June 1, 2012, Clerk’s File No. 2012 R 385908, at Book 28131, Pages 4614-15, in the public records of Miami-Dade County, Florida, and directs the Clerk of Court to cancel the lien of record.

**TOWN OF MIAMI LAKES**

\_\_\_\_\_  
By: Alex Rey, Town Manager

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

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing discharge of lien was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by Alex Rey, Town Manager for the **TOWN OF MIAMI LAKES**, who is personally known and did take an oath.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

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TOWN \_\_\_\_\_

**EXHIBIT B – STIPULATION FOR DISMISSAL AND ORDER**  
**IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT**  
**IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

**F.X. FARREY, JR. and**  
**MARIANNE FARREY,**

Appellants,

CASE NO. 12-246-AP  
APPELLATE DIVISION

vs.

**TOWN OF MIAMI LAKES,**

IN THE TOWN OF MIAMI LAKES  
L.T. Case No. C2012-0523

Appellee.

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**STIPULATION FOR DISMISSAL WITH PREJUDICE**

The Appellants, **F.X. FARREY, JR. and MARIANNE FARREY (“FARREYS”)**, and the Appellee, **TOWN OF MIAMI LAKES (“TOWN”)**, have reached a settlement of their disputes and, by and through their undersigned counsel, and with the consent and approval of the parties, hereby jointly stipulate to dismissal of this action with prejudice, as provided in Rule 1.420(a)(1), Fla.R.Civ.P., and move the Court for entry of their Agreed Order of Dismissal with Prejudice as follows:

1. All orders, appeals, claims, counterclaims, crossclaims, and affirmative shall be dismissed with prejudice.
2. The parties will bear their own attorneys’ fees and costs.
3. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
4. Execution by electronic transmission or facsimile of a signature page shall be binding upon any party.

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WHEREFORE, the FARREYS and the TOWN do hereby stipulate as stated above and move the court to enter their Agreed Order of Dismissal with Prejudice to carry out the terms of the parties' agreement.

Respectfully submitted,

Stearns, Roberts, Guttentag & Zelmer, P.A.  
1000 Sawgrass Corporate Pkwy, Suite 552  
Ft. Lauderdale, FL 33323  
Attorneys for F.X. FARREY, JR.  
and MARIANNE FARREY

Greenspoon Marder, P.A.  
Trade Centre South  
100 West Cypress Creek Road  
Suite 700  
Fort Lauderdale, FL 33309  
Attorneys for the TOWN OF MIAMI LAKES

\_\_\_\_\_  
By: Diane J. Zelmer, Esq.  
FBN: 27251

\_\_\_\_\_  
By: Joseph S. Geller, Esq.  
FBN: 292771

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

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

Initials: FARREYS \_\_\_\_\_  
TOWN \_\_\_\_\_



**IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

**F.X. FARREY, JR. and  
MARIANNE FARREY,**

Appellants,

CASE NO. 12-246-AP  
APPELLATE DIVISION

vs.

**TOWN OF MIAMI LAKES,**

IN THE TOWN OF MIAMI LAKES  
L.T. Case No. C2012-0523

Appellee.

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**AGREED ORDER OF DISMISSAL WITH PREJUDICE**

THIS CAUSE having come before the Court upon the Stipulation for Dismissal with Prejudice filed by the Appellants, **F.X. FARREY, JR. and MARIANNE FARREY** (“**FARREYS**”), and the Appellee, **TOWN OF MIAMI LAKES** (“**TOWN**”), and the court, having reviewed the Stipulation and considered the premises, finds good cause for it to be hereby

ORDERED and Adjudged that--

1. This action is dismissed with prejudice.
2. The parties will bear their own attorneys’ fees and costs.

DONE and ORDERED this \_\_\_ day of \_\_\_\_\_ 2013 in Miami-Dade County, Florida.

\_\_\_\_\_  
CIRCUIT COURT JUDGE

Copies furnished:

Joseph S. Geller, Esq., GREENSPOON MARDER, P.A., 100 W Cypress Creek Road, Ste. 700, Fort Lauderdale, Florida, 33309

Diane J. Zelmer, Esq., STEARNS, ROBERTS, GUTTENTAG & ZELMER, P.A., 1000 Sawgrass Corporate Pkwy, Suite 552, Ft. Lauderdale, FL 33323

Initials: FARREYS \_\_\_\_\_  
TOWN \_\_\_\_\_