

**IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA
CASE NO. CACE 20-003904**

CITY OF POMPANO BEACH, a Florida
municipal corporation,

Plaintiff,

vs.

O’CONNOR HOLDINGS, LLC, a Florida limited
liability company. et al.

Defendant(s).

_____ /

SETTLEMENT AGREEMENT

This Settlement Agreement and Release of Code Enforcement Liens and County Liens (this “Agreement”) is entered into this ____ day of _____ 2022 (the “Effective Date”) by and between O’CONNOR HOLDINGS, LLC, a Florida limited liability company (“O’Connor”), BROWARD COUNTY, a political subdivision of the state of Florida (the “County”), THE CITY OF POMPANO BEACH, a Florida municipal corporation (the “City”) and GOLD COAST PLAT PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation (the “Association”). The County, City, Association and O’Connor are sometimes collectively referred to as the “Parties” and each individually as a “Party”.

WHEREAS, O’Connor is the fee simple owner of the approximately 10-acre property described in in **Exhibit A**, attached hereto and incorporated herein (the “Property”) which is the subject of the above styled foreclosure action and on which is situated a man-made drainage lake (the “Lake”);

WHEREAS, on March 3, 2019, the City filed a Complaint to foreclose its four (4) municipal liens recorded against the Property as a result of longstanding violations of the City’s Code of Ordinances (the “Litigation”);

WHEREAS, pursuant to Notice of Violation 17-0019, the County also has recorded a lien against the Property and is a defendant in the Litigation;

WHEREAS, the Property, together with certain other properties owned by members of the Association (“Association Properties”), are subject to an Agreement to Design, Permit, Construct and Maintain a Master Storm Water Drainage and Retention System (the “Original Drainage Agreement”), recorded in Official Records Book 16653, Page 667 of the Public Records of Broward County, Florida;

WHEREAS, pursuant to the Original Drainage Agreement, a Master Drainage System (as such term is defined in the original Drainage Agreement and is incorporated herein by reference), of which the Lake is a component, was to be constructed to receive stormwater runoff from the Association Properties and certain other properties owned by the City and the County;

WHEREAS, construction of the Master Drainage System was never fully completed;

WHEREAS, O'Connor obtained permits from the County and the City to perform certain earthwork on the Property which have either expired or been revoked;

WHEREAS, the Association has been formed to administer and maintain the Master Drainage System and is an intervenor as an interested party in the Litigation;

WHEREAS, the Parties acknowledge and agree the Master Drainage System which includes the Lake is not currently in compliance with County and City regulations;

WHEREAS, the Association has agreed to purchase the Property from O'Connor for the net sum of \$100,000.00 ("Purchase Price") as provided in this Agreement;

WHEREAS, O'Connor has agreed to remove all of his equipment from the Property within 90 days of the Effective Date of this Agreement; and

WHEREAS, subject to approval of this Agreement by the City Commission of Pompano Beach and the Broward County Commission, the Parties have agreed to settle and resolve completely and finally all outstanding differences, disputes and claims asserted in the Litigation as well as any appeals and petitions for review to an appellate court, if any, as provided for below.

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth below.

1. **Recitals.** The recitals above are true and correct and are hereby made a part of this Agreement.
2. **Permit Applications.** The Association has filed or will file applications with the City and the County to dredge and remove the excess fill on the Property and otherwise perform the work necessary to bring the Property in compliance with County and City requirements (the "Work" more particularly described in **Exhibit B** attached hereto and incorporated herein). O'Connor has signed and delivered certain applications and appropriate authorizations to the Association which the Association shall process with due diligence. O'Connor agrees to timely provide such other documents and authorizations that may be required to process the applications from time to time.
3. **O'Connor's Conveyance of Property to the Association.** Within five (5) business days of the Effective Date of this Agreement, Frank, Weinberg & Black, P.L. (the "Association's attorney") shall prepare a Special Warranty Deed conveying the Property to the Association (the "Deed") which shall be in the form attached hereto as **Exhibit C** and incorporated herein, together with the affidavits required in Paragraph 4 below (the "Closing Documents"), and deliver said documents electronically to Coker & Feiner ("O'Connor's attorney"). O'Connor's attorney shall be responsible to have O'Connor properly execute the Closing Documents and deliver the original, signed, witnessed, and notarized documents to the Association's attorney within ten (10) days of receipt of the Closing Documents from the Association's attorney.

Within five (5) business days of receipt of the executed original Closing Documents, the Association shall pay the Purchase Price by wire transfer to the IOTA trust account of O'Connor's attorney. Upon O'Connor's attorney's receipt of the Purchase Price, the Association's attorney is authorized to record the Deed to transfer ownership of the Property to

the Association and O'Connor's attorney is authorized to disburse \$75,000.00 as directed by O'Connor. O'Connor's attorney shall hold the remaining \$25,000.00 of the Purchase Price in escrow pending O'Connor's removal of the Equipment in accordance with Paragraph 5 below and disburse the remaining \$25,000.00 only upon the occurrence of the following event(s):

- a. To O'Connor, upon the Association's written confirmation that all of the Equipment was removed from the Property within 90 days of the Effective Date
- b. To the Association, if not all of Equipment is removed from the Property in accordance with Sub-paragraph a. above.

The Association's attorney shall be responsible to provide O'Connor's attorney written confirmation that the Equipment has/has not been timely removed 91 days after the Effective Date of this Agreement.

4. **Title Matters.** Attached hereto as **Exhibit D** is a title commitment issued on the Property by Old Republic National Title Insurance Company, File # 22038832 ("Commitment") with a Commitment Effective Date of April 25, 2022. O'Connor represents and warrants it shall not (a) transfer or allow transfer of title to the Property or (b) otherwise encumber or impair title of the Property, including, without limitation, by granting or allowing any liens, mortgages, security interests, leases, claims, unrecorded agreements or any other kinds of encumbrances whatsoever to be placed upon it which are not currently identified on the Commitment.

Within ten (10) days of the Association's request, O'Connor shall provide the Association's Attorneys with affidavits, documentation and other information needed to address Requirements 5, 6, 11 and 12 of Schedule B-1 of the Commitment to the extent such documentation is in O'Connor's possession or control. Further, O'Connor shall fully cooperate in good faith with the Association's efforts to resolve the aforesaid title issues or any other requirement of Old Republic National Title Insurance Company but shall not be required to expend any monies to accomplish same.

Within ten (10) days of the Association's request, O'Connor shall provide the Association's attorneys a Survey Affidavit in substantially the form attached hereto as **Exhibit E** that attests there have been no changes to the Property.

5. **Removal of O'Connor's Equipment.** Within 90 days of the Effective Date of this Agreement, O'Connor shall remove the earth-moving equipment currently existing on the Property which is owned by O'Connor and more particularly described in Exhibit F ("Equipment"). Further, O'Connor shall maintain existing insurances on the Property until all of the Equipment existing thereon is removed. The Association grants O'Connor and its agents access to and from the Property and to the Equipment Monday through Friday from 8-5pm for 90 days from the Effective Date or completion of removal of the Equipment, whichever occurs first.
6. **Major Temporary Use Permit; Removal of Fill.** Within thirty (30) days of the Effective Date of this Agreement, the Association shall file an application requesting the City's Zoning Board of Appeals ("ZBA") issue a Major Temporary Use Permit ("MTUP") to allow performance of the Work necessary to bring the Property into compliance with City and County requirements.
7. **Maintenance of the Property and Construction Fence.** Prior to commencement of the Work under the MTUP and until such time as the Work is completed, the Association shall be responsible to (i) repair the (6') six-foot temporary construction fence on the Property and keep it properly maintained in accordance with City requirements until the Work is completed; (ii) maintain the gate installed on the fence at a minimum of 15' wide to allow the City's firetrucks

access to the Property; (iii) establish and follow protocols to ensure the gate on the construction fence is kept closed, secured and locked except when actively exporting fill; and (iv) remove the overgrowth and accumulation of discarded items and debris on the Property and thereafter keep the Property properly maintained in accordance with City requirements.

8. **Insurance.** O'Connor shall continue to maintain its general liability insurance policy until the Association has provided written confirmation that all of the Equipment has been removed from the Property in accordance with Paragraph 3 above. At all times that O'Connor is required to provide the aforesaid liability coverage, it shall be at least equal to or greater than the limits shown on the existing Certificate of Insurance attached and incorporated herein as **Exhibit G** with no greater deductibles, carriers of at least the same rating and also name the Association as an additional insured. O'Connor shall provide an updated Certificate of Insurance to the Association upon request and prior to the policy expiration dates as noted therein.
9. **Access Route.** The performance of the Work shall not interfere with the usual ingress and egress of portions of City and County rights of way, Association Properties and other adjoining areas (collectively, the "Access Routes"). The Work shall be performed in such a manner that complies with the City's Code of Ordinances.

10. **General Requirements Concerning the Work.**

Fill piles on the Property shall not exceed 25' and initially be located on the northwest corner away from the residential community to the south. As the dredging progresses and the available area to stockpile fill is reduced, all Work shall be conducted in accordance with best management practices that address erosion migration; noise; ingress and egress and other nuisance issues.

The Association shall bring the Property and the Master Drainage System into compliance with applicable provisions of the City and County Code of Ordinances; the MTUP; and Borrow Pit and Stormwater Management Licenses within one year from the date the MTUP is issued.

11. **No New Fill Materials.** No new fill material may be brought on the Property without the prior written consent of properly authorized City and County staff.
12. **Water Truck.** At all times during performance of the Work, there shall be an on-site water truck kept full of water on the Property with a 2" pump for the purpose of wetting down materials in order to mitigate dust.
13. **Excess Aboveground Fill.** The City and County have authorized removal of all excess fill material currently stored aboveground on the Property without the necessity of securing any permit(s) prior to the commencement of the Work.
14. **Force Majeure.** No Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure.

If any Party is unable to perform or is delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time

during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for said Party to correct the adverse effect of such event.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other Parties specifying in detail the event of Force Majeure and also diligently proceed to correct the resulting adverse effect. The Parties agree that, as to this Paragraph, time is of the essence.

15. **Obligations of the Association.** The Association shall not be obligated to perform any Work or take any action required to be taken by O'Connor hereunder until such time that the Deed conveying the Property from O'Connor to the Association has been recorded.
16. **Payments to the County and City.**
 - (a) The Association shall pay the County \$11,500.00 in satisfaction of the monies O'Connor owed under Notice of Violation 17-0019 within one hundred twenty (120) days after the MTUP is issued. Such payment shall be conditioned upon and made in exchange for a full recorded release in favor of the Association.
 - (b) Upon City's confirmation that the Property has been brought into compliance with the City's Code of Ordinances, the Association shall pay the City \$100,000.00 in exchange for a full recorded release of all money O'Connor owes the City under the Litigation.
17. **Compliance with Laws.** Each Party to this Agreement shall give all notices and comply with all local ordinances, requirements of City and County building codes and Federal and State authorities applicable to such performance of work, local sanitary laws, rules and regulations by governing public authorities, regardless of whether such ordinances, requirements, laws, rules and regulations are set forth in this Agreement.
18. **Event of Default.** Time is of the essence with respect to the provisions of this Section. Each of the following shall constitute an "Event of Default" hereunder:
 - (a) The failure of any Party hereunder to perform or observe any requirement of this Agreement after 15 days written notice;
 - (b) The appointment of a receiver to take possession of all or substantially all of the assets of O'Connor or the Property;
 - (c) An assignment by O'Connor for the benefit of creditors;
 - (d) The filing of any voluntary petition in bankruptcy by O'Connor or any involuntary petition by O'Connor's creditors; and/or
 - (e) The attachment, execution, or other judicial seizure of all or substantially all of O'Connor's assets or the Property.
19. **Dispute Resolution.** Any dispute concerning breaches or Events of Default under this Agreement shall be determined by the judge presiding over the Litigation for a final determination on the issue. Notwithstanding the foregoing, each Party retains all rights in law or equity to assert any claims through the litigation process pursuant to the terms of this Agreement in a court of competent jurisdiction. Further, and notwithstanding anything set forth in this Agreement to the contrary, upon the occurrence of an Event of Default, the City and/or its assignee shall, in its/their sole and absolute discretion, be entitled to reopen the Litigation and prosecute the Litigation to completion.

20. **Dismissal of Litigation.** The Parties shall file this Agreement along with a Stipulation to Ratify Settlement Agreement and Dismiss Case and an Order of Dismissal and Retaining Jurisdiction to Enforce Settlement Agreement to the Court for signature within ten (10) days after this Agreement is fully executed by all Parties. The form of such orders shall be in the form attached hereto as **Exhibit H**.
21. **Voluntary Agreement and Consultation with Counsel.** The Parties represent and acknowledge that they: (a) have read this Agreement, understand all of its terms, made such investigation of the matters herein as they deem necessary and find the terms of this Agreement to be satisfactory; (b) execute this Agreement freely, voluntarily and without coercion, with full knowledge of its significance and the legal consequences thereof; and (c) have been represented by counsel and had an adequate opportunity to review and consider the terms of this Agreement.
22. **Time is of the Essence.** Each Party to this Agreement hereby agrees that time is of the essence with respect to the performance of each of the Parties' obligations hereunder.
23. **Authority.** Each Party to this Agreement expressly covenants, represents and warrants that they have the authority to enter into this Agreement and that each person or entity signing this Agreement have all of the requisite power to bind that person, business entity, or governmental entity, respectively.
24. **Governing Law Venue; Waiver of Jury Trial; Non-Exclusivity.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Regardless of which Party or Party's counsel prepared the original draft and subsequent revisions of this Agreement, each Party and their respective counsel have had equal opportunity to contribute to its contents and this Agreement shall not be deemed to be the product of, and therefore construed against, either Party. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the Parties and that no modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

25. **Severability.** Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

26. **Notices.** Whenever notice, demand or other communication may or shall be given by one party to another hereunder, it must be in writing and forwarded (i) upon the parties' mutual written consent, via trackable email that provides delivery/read receipts or (ii) postage prepaid via certified U.S. mail or other trackable common carrier such as FedEx, UPS, etc., and forwarded to the representative and mailing address set forth below until changed by written notice in accordance with this Section and a contemporaneous copy sent to the designated email that provides the delivery method and tracking number.

As to City: City Manager
P. O. Drawer 1300
Pompano Beach, Florida 33061
Telephone: 954-786-4601
Email: gregharrison@copbfl.com

With a copy to: City Attorney
P.O. Box 2083
Pompano Beach, Florida 33061 Telephone: 954-786-4614
Email: mark.berman@copbfl.com

As to County: Andrew J. Meyers, County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Telephone: 954-357-7600
Email: ameyers@broward.org

With a copy to: Michael C. Owens, Senior Assistant County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Telephone: 954-357-7600
Email: mowens@broward.org

As to O'Connor: O'Connor Holdings, LLC
c/o Jack A. O'Connor
4060 Coral Hills Dr.
Coral Springs, FL 33065
Telephone: 954-553-0812
Email: jack@asphaltpillingservices.com

With a copy to: Coker & Feiner
c/o Richard G. Coker Jr., Esq.
1404 South Andrews Avenue
Fort Lauderdale, FL 33316
Telephone: 954-761-3636
Email: rgcoker@coker-feiner.com

As to Association: Gold Coast Plat Property Owners Association, Inc.
c/o Malcolm Butters
6820 Lyons Tech Circle
Ste. 100
Coconut Creek, FL 33073
Telephone:
Email: msbutters@butters.com

With a copy to: Bercow Radell Fernandez Larkin & Tapanes
c/o Tom Robertson, Esq.
200 S. Biscayne Boulevard, Suite 300
Miami, FL 33131

27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail, including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
28. **Complete Agreement.** This Agreement contains the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All negotiations, understandings, conversations, and communications are merged into this Agreement and have no force and effect other than as expressed in the text of this Agreement.
29. **No Oral Modifications.** No alterations, modifications, supplements, changes, amendments, waivers, or termination of this Agreement shall be valid unless in writing and executed by all of the Parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereunder. Each Party warrants that it has not relied on any promises or representations outside of this Agreement.
30. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
31. **Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall take such additional actions as may be necessary to carry out the Parties' intent under this Agreement.
32. **Expenses.** Except as otherwise provided herein, each Party shall bear all of its own costs and expenses incurred or to be incurred by it in connection with, related to or arising out of the Litigation and this Agreement or negotiating and preparing this Agreement, and in carrying out any transactions contemplated by this Agreement.
33. **No Precedent.** It is understood and agreed by all Parties hereto that this Agreement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.
34. **Non-Assignability.** This Agreement is not assignable, and all Parties agree they shall not sell, assign, transfer, merge, or otherwise convey any of their respective interests, rights, or obligations under it, in whole or in part, to any other person, corporation or entity.
35. **Non-Assignment of Claims.** Each Party represents and warrants that no other person or entity has or has had any interest in the claims, demands, or obligations or causes of action referred to in this Agreement except as otherwise set forth herein and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to herein.
36. **Survival of Provisions.** All covenants, warranties, and representations contained in this Agreement and all documents to be delivered by the Parties in connection with the consummation of the transactions contained herein shall survive the consummation of said transactions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and City of Pompano Beach, O'Connor Holdings, LLC, Gold Coast Plat Property Owners Association, Inc., signing by and through their Mayor, Managing Member, and President, respectively, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Michael C. Owens (Date)
Senior Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

Settlement Agreement.pdf
10/20/22
Imanage file #70056-0035

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Witness: [Signature]

Print Name: Richard Coker

Witness: [Signature]

Print Name: Kathryn Coker

O'CONNOR HOLDINGS, LLC, a Florida
limited liability company

By: [Signature]

Name: Jack A O'Connor

Title: Managing Member

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online
notarization, this 19th day of September, 2022, by
Jack A. O'Connor as Managing Member of
O'CONNOR HOLDINGS, LLC, a Florida limited liability company on behalf of the company who is personally
known to me or who has produced _____ (type
of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Witness: _____
Print Name: Lawrence Aoun
Witness: _____
Print Name: Amr Phares

GOLD COAST PLAT PROPERTY OWNERS
ASSOCIATION, Inc., a Florida not for profit
corporation

By: _____
Name: Malcolm Butters
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online
notarization, this 7 day of September, 2022, by Malcolm Butters, President of Gold Coast
Plan Property Owners Association, Inc. He is personally known to me or who has produced _____

(type of identification) as
identification.

NOTARY'S SEAL:

Julianne Cusmano
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

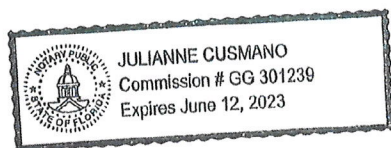


Exhibit A

Legal Description For Property

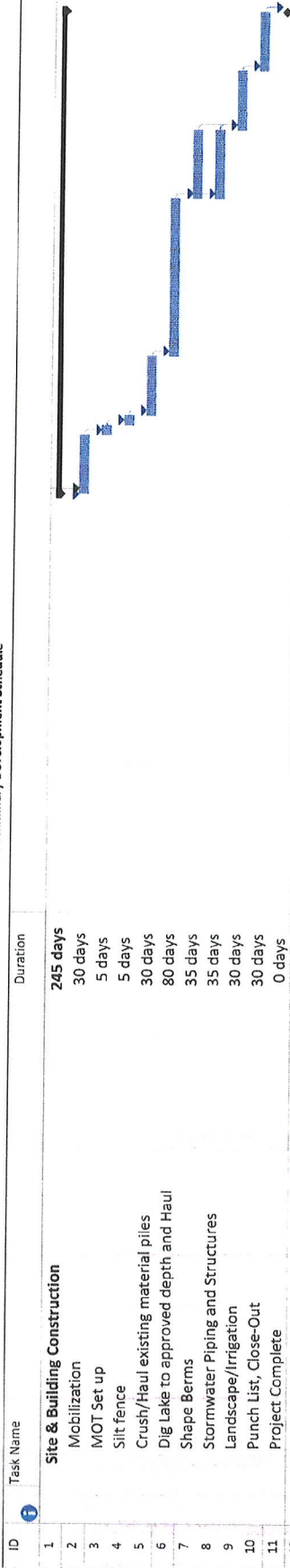
The Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 in Section 27, Township 48 South, Range 42 East, located in Broward County, Florida.

LESS the certain parcel described in Warranty Deed recorded in Official Records Book 3220, Page 245 being more particularly described as that portion of the property lying within 25.0 feet of a centerline described as follows, to wit: Beginning at a point 25.0 feet Westerly of the Northeast corner and on the North boundary of the Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of the Southwest quarter (SW 1/4) of said Section 27; thence run Southerly in a straight line to the Southeast corner of the Southwest quarter (SW 1/4) of said Section 27.

Exhibit B

Critical Path Method for the Work

Gold Coast Drainage POA CPM
Preliminary Development Schedule



Task
Split
Milestone
Summary

Project Summary
External Tasks
External Milestone
Inactive Task

Inactive Milestone
Inactive Summary
Manual Task
Duration-only

Manual Summary Rollup
Manual Summary
Start-only
Finish-only

Progress
Deadline

EXHIBIT "C"

FORM OF DEED

Prepared by:
Steven W. Deutsch, Esq.
Frank Weinberg Black, P.L.
7805 SW 6th Court
Plantation, FL 33324
File No.:

Tax Parcel #:

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of this _____ day of _____ 20__ by and between **O'CONNOR HOLDINGS, LLC, a Florida limited liability company** (the "**Grantor**") having an address of _____, and **GOLD COAST PLAT PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation** ("**Grantee**") having an address of _____. ("**Grantor**" and "**Grantee**" to include their respective successors, legal representatives, heirs and assigns where the context requires or permits)

WITNESSETH, That:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land, situate, lying and being in Broward County, Florida, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter referred to as the "Real Property").

ONLY NOMINAL DOCUMENTARY STAMP TAX IS REQUIRED AS THERE IS NO CONSIDERATION FOR PURPOSES OF FLORIDA STATUTES 201.02.

SUBJECT TO: Taxes for the year 20__ and all subsequent years; conditions, restrictions, limitations and easements of record; and zoning ordinances and governmental regulations, if any.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Real Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Real Property, and hereby warrants the title to said Real Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor; subject to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed, the day and year first above written.

Witness #1:

Print Name: _____

Witness#2:

Print Name: _____

GRANTOR:

**O'CONNOR HOLDINGS, LLC, a Florida
limited liability company**

By: _____
Jack A. O'Connor, Manager Member

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of *[check one]* ☐ physical presence or ☐ online notarization, on this ____ day of _____, 20__ by Jack A. O'Connor, in his capacity as Manager Member of O'CONNOR HOLDINGS, LLC, a Florida limited liability company, on behalf of said company, *[check one]* who ☐ is personally known to me or ☐ produced a driver's license as identification, and did not take an oath.

My commission expires:

Notary Public, State of Florida _____

Typed, printed or stamped name of Notary Public

(Affix Official Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

The Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 in Section 27, Township 48 South, Range 42 East, located in Broward County, Florida.

LESS the certain parcel described in Warranty Deed recorded in Official Records Book 3220, Page 245 being more particularly described as that portion of the property lying within 25.0 feet of a centerline described as follows, to wit: Beginning at a point 25.0 feet Westerly of the Northeast corner and on the North boundary of the Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of the Southwest quarter (SW 1/4) of said Section 27; thence run Southerly in a straight line to the Southeast corner of the Southwest quarter (SW 1/4) of said Section 27.

SCHEDULE B - I
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from O'Connor Holdings, LLC, a Florida limited liability company, to the proposed insured purchaser; together with satisfactory evidence that the limited liability company is presently in existence in its State of origin. Provide the Company for review a copy of the Articles of Organization filed with its domicile state, and amendments thereto, if any, and a copy of the Operating Agreement to verify who may sign on behalf of the limited liability company, as well as the procedure authorizing such signatory. Obtain and record a satisfactory affidavit from one of the signatory members or managers which states the limited liability company has not been dissolved and neither the limited liability company nor any of the members or managers are currently debtors in any bankruptcy proceedings, that affiant has the authority to execute the Warranty Deed on behalf of the company in conformity with the Articles of Organization and Operating Agreement and all necessary consents have been obtained. If any members or managers are entities or trusts, then the formative documents must be reviewed to confirm the authority of the individual signing on behalf of said members or managers.
6. We do not find an open mortgage for the subject property. Please verify with the current owners if they are paying on a mortgage which may not be recorded in the Public Records of Broward County, Florida.
7. Record in the Public Records a release or satisfaction of the City of Pompano Beach liens and violations evidenced by the following instruments:
 - a. Order of Imposition of Fine and Claim of Lien recorded November 21, 2003 in Official Records Book 36475, Page 586, of the Public Records of Broward County, Florida.
 - b. Order of Imposition of Fine and Claim of Lien recorded March 30, 2007 in Official Records Book 43823, Page 1484, of the Public Records of Broward County, Florida.
 - c. Order of Imposition of Fine and Claim of Lien recorded February 8, 2010 in Official Records Book 46861, Page 1000, of the Public Records of Broward County, Florida.
 - d. Notice of Violation No.: 17-0019 recorded September 25, 2018 in Official Records Instrument No. 115343667, of the Public Records of Broward County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

e. Order of Imposition of Fine and Claim of Lien recorded December 7, 2018 in Official Records Instrument No. 115487803, of the Public Records of Broward County, Florida.

f. Order of Imposition of Fine and Claim of Lien recorded March 11, 2019 in Official Records Instrument No. 115664319, of the Public Records of Broward County, Florida

8. Record in the Public Records a Quit Claim Deed and Release of the Notice of Interest in Real Estate from both Lennox S. Harrison, individually, and Good Cars Inc. effectively releasing any interest these parties may have including the Notice of Interest in Real Estate recorded April 15, 2015 in Official Records Instrument No. 112928875, of the Public Records of Broward County, Florida.
9. Record in the Public Records a Discharge of the Notice of Lis Pendens recorded March 4, 2020 in Official Records Book 116391344, of the Public Records of Broward County, Florida, together with a Dismissal of the action filed in Case No. CACE 20003904, styled City of Pompano Beach vs. O'Connor Holdings, LLC, a Florida limited liability company, et al.
10. Survey prepared by a registered land surveyor dated no more than 90 days prior to the closing date of subject transaction and certified to the proposed insured(s) Old Republic National Title Insurance Company, and all other parties in interest, meeting the minimum standards for ALTA/ACSM surveys. The Company reserves the right to make such additional requirements as it may deem necessary.
11. Affidavit from the current owner stating that there are no improvements currently located on the land that are not shown on the previous survey describing the survey by date, job or order number and name of surveyor. If such survey reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment.
12. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Affidavit must (a) state that there are no parties in possession of the subject property other than said current record owner, or identify any parties in possession or tenants and set forth their nature of possession; (b) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (c) there are no unrecorded assessments which are due and payable and all sewer and water bills are paid through the date of this Affidavit; (d) that there have been no improvements made to or upon the subject property within the last ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies; (e) and disclose any unrecorded easements. Said affidavit, when properly executed at closing by the seller and/or mortgagor herein will serve to delete the standard lien, unrecorded easement and possession exceptions for the policy(ies) to be issued pursuant to this commitment.
13. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that the Company, or its Agent countersigning this Commitment, has disbursed said proceeds.
14. Submit proof of payment of any assessments due to Broward County, and proof that all municipal and any special taxing district charges and assessments, if any, are paid. NOTE: If this requirement is not complied with, the following Exception will appear on Schedule B of any policy issued pursuant to this commitment: Any Assessment due to the County, and any assessments due to the municipality and to any special taxing district.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

15. Submit proof of payment of any service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not complied with, the following Exception will appear on Schedule B of any policy issued pursuant to this commitment: Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
16. Proof of payment, satisfactory to the company, of real property taxes for the year 2021, in the Gross Amount of \$10,274.61, together with proof of payment of prior years owed including 2019 and 2020 and redemption of any outstanding Tax Certificates, under Tax Account No. 48-42-27-00-0350.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Broward County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

**ORT Form 4690 FL 8-1-16
ALTA Commitment for Title Insurance with Florida Modifications**

Exhibit E

Survey Affidavit

State of Florida

County of _____

Before me, the undersigned authority, personally appeared Jack A. O'Connor ("Affiant"), who, being duly sworn according to law, deposes and says that:

1. Affiant is the Manager of O'Connor Holdings, LLC, a Florida limited liability company ("Owner"), the fee simple owner of the property located at NW 15 Avenue, Pompano Beach FL 33069, and more legally described as follows:

The Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 in Section 27, Township 48 South, Range 42 East, located in Broward County, Florida.

LESS the certain parcel described in Warranty Deed recorded in Official Records Book 3220, Page 245 being more particularly described as that portion of the property lying within 25.0 feet of a centerline described as follows, to wit: Beginning at a point 25.0 feet Westerly of the Northeast corner and on the North boundary of the Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of the Southwest quarter (SW 1/4) of said Section 27; thence run Southerly in a straight line to the Southeast corner of the Southwest quarter (SW 1/4) of said Section 27. (the "Property")

2. Affiant has reviewed a copy of the survey of the Property prepared by (Name of Surveyor) under Job Number _____ with field work on _____ and last revised on _____.
3. Owner has been in continuous possession of the Property since prior to the date of the Survey.
4. No improvements, including, but not limited to, buildings, additions, pools, porches, decks, fences, walls, sheds, driveways or other permanent structures have been constructed upon the Property since the field work date set forth above that are not shown on the Survey.
5. Since the last field work date set forth above and to the best of Affiant's knowledge, no improvements including, but not limited to, buildings, additions, pools, porches, decks, fences, walls, sheds, driveways or other permanent structures, have been constructed on adjoining land that extend into or encroach upon the Property that are not shown on the Survey.
6. Neither Affiant, nor Owner, have granted any right of way or easement of any nature across the Property and, except as may be reflected in the public land records of the county where the Property is located, Affiant has no knowledge of anyone claiming an easement or right of way across the Property.
7. Affiant has no knowledge of any boundary line discrepancy or dispute.
8. This affidavit is made for the purpose of inducing Old Republic National Title Insurance Company and Frank, Weinberg & Black, P.L. to rely upon said Survey to issue its policy of title insurance without the standard survey exception.
9. Affiant further states that he is familiar with the nature of an oath, and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

Affiant further certifies that he has read, or has heard read to him, the full facts of this affidavit, and understands its contents.

Under penalties of perjury, Affiant declares that he has read the foregoing document and that the facts stated in it are true.

Jack A. O'Connor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022 by Jack A. O'Connor, ☐ who is personally known to me or ☐ has produced his _____ as identification.

Notary Public

Printed, typed or stamped name of Notary Public

My Commission expires:

[Official Seal]

EXHIBIT F
O'CONNOR EQUIPMENT LIST

- 5 Semi Tractor Trucks**
- 1 Service Truck**
- 3 Concrete Crushers**
- 3 Screening Plants**
- 3 Front end Loaders**
- 4 Excavators**
- 1 Water Truck**
- 1 Portable Office Trailer**

Exhibit G
O'Connor Insurance



EXHIBIT "G"

CERTIFICATE OF LIABILITY INSURANCE

THEGO-1

OP ID: RO

DATE (MM/DD/YYYY)

09/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Rofis Insurance Services
10011 Pines Blvd #201
Pembroke Pines, FL 33024
Christian Maula

954-251-3312

CONTACT NAME: Christian Maula

PHONE (A/C, No, Ext): 954-251-3312

FAX (A/C, No): 954-241-6772

E-MAIL ADDRESS: christian@cjmbenefitservices.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Century Surety Company

36951

INSURER B: Progressive Express Ins Co

10193

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
The Gold Coast Group 2, Inc.
c/o Rebekah O'Connor
4060 NW 96th Ave
Coral Springs, FL 33065

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CCP1040056	03/22/2022	03/22/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY			02638451	09/17/2022	09/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Coker & Feiner
C/O Richard G. Coker Jr.
1404 S Andrews Ave
Fort Lauderdale, FL 33316

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit H
Stipulation and Dismissal

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA
CASE NO. CACE 20-003904

CITY OF POMPANO BEACH, a Florida
municipal corporation,

Plaintiff,

vs.

O'CONNOR HOLDINGS, LLC, a Florida limited
liability company

Defendant(s).

STIPULATION TO RATIFY SETTLEMENT AGREEMENT AND DISMISS CASE

IT IS HEREBY stipulated by and between the parties to this agreement that the above-styled action has been resolved out of Court pursuant to a certain written Settlement Agreement, a copy of which is attached to this Stipulation as Exhibit A and this Court is requested to enter the Order ratifying the Settlement Agreement and dismissing the action, with prejudice, with the Court reserving jurisdiction to enforce the terms of the Settlement Agreement. The proposed order is attached as Exhibit 1.

DATED: _____, 2022.

O'CONNOR HOLDINGS, LLC,
a Florida limited liability company


Richard G. Coker, Jr., Esq.

BROWARD COUNTY, a political
subdivision of the state of Florida

Michael C. Owens, Esq.

THE CITY OF POMPANO BEACH,
a Florida municipal corporation

Fawn Powers, Esq.

**GOLD COAST PLAT PROPERTY
OWNERS ASSOCIATION, Inc.**, a
Florida not for profit corporation


Tom Robertson, Esq.

CITY OF POMPANO BEACH, a Florida
municipal corporation,

Plaintiff,

vs.

O'CONNOR HOLDINGS, LLC, a Florida limited
liability company

Defendant(s).

_____ /

**IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA
CASE NO. CACE 20-003904**

**ORDER OF DISMISSAL AND RETAINING JURISDICTION TO ENFORCE
SETTLEMENT AGREEMENT**

THIS CAUSE having come before this Court upon the Stipulation to Ratify Settlement Agreement and Dismiss Case filed with the Court, and the Court having reviewed the Court file and being otherwise advised in the premises, it is hereby:

ORDERED AND ADJUDGED that:

1. The Stipulation to Ratify Settlement Agreement and Dismiss Case is hereby ratified and approved by the Court.
2. The above-styled action be and the same is hereby DISMISSED with prejudice, with each party bearing its own attorney's fees and costs to date, except that the Court retains jurisdiction to enforce the Settlement Agreement between the Parties, in all respects.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida on this
____ day of _____, 2022.

**HONORABLE KEATHAN B. FRINK
CIRCUIT COURT JUDGE**

Copies to:
All Attorneys of Record