

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement”) by and between Broward County, a political subdivision of the State of Florida (“County”), and TLH Sabra 2, LLC, a Florida corporation (“TLH”), (each a “Party” and collectively, the “Parties”) is entered into and effective as of the date it is fully executed by the Parties.

Recitals

A. This is an eminent domain action (the “Action”) pursuant to Section 127.01, Florida Statutes, and Chapters 73 and 74, Florida Statutes, whereby County condemned the Subject Property (as defined in the Stipulated Order of Taking entered on October 29, 2018 and more particularly shown and legally described in Exhibit A) located in Broward County, Florida that was owned by TLH.

B. On October 29, 2018, the Court entered a Stipulated Order of Taking ordering County to deposit Thirty-Eight Thousand Dollars (\$38,000.00) as the good faith estimate of value for the Subject Property into the Registry of the Court, and upon same, transferring the Subject Property to County. The Stipulated Order of Taking reserved unto the Parties all rights to contest full compensation for the Subject Property, including a lesser or greater value of the Subject Property and business and severance damages associated with the condemnation.

C. County deposited the good faith estimate of value into the Registry of the Court and on November 2, 2018, the Subject Property was transferred to County, and TLH withdrew the Thirty-Eight Thousand Dollars (\$38,000.00) deposit. The Order of Taking and Certificate of Clerk are recorded as Instrument Number 115447861 in the Public Records of Broward County, Florida.

D. The Parties have engaged in considerable negotiations in an effort to amicably resolve all claims for full compensation that TLH may have against County, including but not limited to any business or severance damages suffered by TLH, and for the payment of any and all attorneys’ fees, costs, and other expenses.

E. The Parties desire to reduce their negotiations to writing so that it is binding upon them.

NOW, THEREFORE, in consideration of the foregoing representations and mutual covenants, promises, and considerations hereinafter set forth, and with the intent to be legally bound, it is hereby agreed between the Parties as follows:

1. **Representations:** The foregoing recitals are true and correct and by this reference thereto are incorporated herein and made a part hereof.
2. **Terms of Settlement:** The Parties do hereby covenant and agree as follows:
 - A. Within thirty (30) calendar days after the date this Settlement Agreement has been fully executed by the Parties, County shall provide the sum of Two Hundred Thirty

Seven Thousand Dollars (\$237,000.00) payable to Gunster, Yoakley & Stewart Trust Account, c/o Brian Seymour, Esq., 777 S. Flagler Drive, Suite 500 East, West Palm Beach, FL 33401. The Two Hundred Thirty Seven Thousand Dollars (\$237,000.00) shall be allocated as follows:

- 1) Ninety Seven Thousand Two Hundred Eighty Nine Dollars (\$97,289.00) shall be paid to TLH as the remaining full compensation for the Subject Property and any and all damages incurred, or that may be incurred, by TLH, including but not limited to business damages, severance damages, or any other damages; and
 - 2) One Hundred Thirty Nine Thousand Seven Hundred Eleven Dollars (\$139,711.00) shall be paid to TLH for reimbursement and payment of any and all attorneys' fees, costs (including expert costs), and other expenses incurred, or to be incurred, by TLH. TLH shall bear full responsibility to pay any and all attorneys' fees, costs (including expert costs), and other expenses it has incurred, incurs, or may incur from these funds. Other than the funds set forth in 2.A.1) and 2.A.2), in no event shall County be liable or obligated to pay any other funds to TLH or any other individual or entity relating to the Subject Property.
- B. Within five (5) calendar days after TLH's receipt of payment from County in accordance with subsection 2.A. above, the Parties shall file a Joint Stipulation of Dismissal with Prejudice in the Action.
- C. The Parties shall otherwise each bear their own attorneys' fees, costs (including expert costs), and any and all other expenses relating to the Action.
3. **No Admission:** By entering into this Settlement Agreement, no Party admits fault, nor that they agree with the value placed on the Subject Property, but rather the Parties have agreed to the terms of this Settlement Agreement as a compromise of disputed claims in the interest of avoiding the costs and uncertainty of ongoing negotiations and litigation.
4. **Release:** TLH, on behalf of itself and any of its owners, agents, officers, directors, stockholders, employees, affiliates, representatives, family members, assigns, subsidiaries, and successors (collectively, the "Releasing Parties"), hereby fully releases, acquits, satisfies, waives, and forever discharges County, all County departments, divisions, and offices and all current and former County agents, officers, and employees (collectively, the "Released Parties") from any and all causes of action, claims, demands, appeals, damages, including business and severance damages, litigation costs, including attorneys' fees and expert costs, and losses of every kind and nature, whether known or unknown, and whether or not the Releasing Parties have asserted such causes of action, claims, demands, grievances, damages, or appeals, arising from, relating to, resulting from, or in connection with this Action or any land affected by the taking of the Subject Property. The Releasing

Parties further expressly covenant, promise, and agree, for themselves and their respective successors and assigns, that they shall be and are hereby forever barred and permanently enjoined from asserting any and all claims, supplemental claims, causes of action, or damages arising from, relating to, resulting from, or in connection with the condemnation of the Subject Property. The Releasing Parties may enforce the requirement that the Released Parties comply with the terms and conditions set forth in Paragraph 2 of this Settlement Agreement notwithstanding the release contained in this Paragraph.

5. **Default:** In the event of a default of any of the covenants and conditions set forth herein that is not cured by the defaulting party within ten (10) business days after written notice thereof from the non-defaulting party, any provision as to release of the defaulting party is null and void. Attorney's fees and costs to enforce this Settlement Agreement will be recoverable by the prevailing party.
6. **Binding Effect:** The undersigned represent that they have been empowered by the respective Parties to enter into, on behalf of the Parties, and to bind the Parties to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties, and the respective successors, assigns, trustees, receivers, and personal representatives of the Parties hereto.
7. **Full Disclosure:** The Parties acknowledge and agree that each is releasing certain rights and assuming certain duties and obligations which, but for this Settlement Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Settlement Agreement is fully and adequately supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have in fact consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice. TLH represents that it has not assigned any rights or interest in this Action, or any claims for compensation associated with the condemnation of the Subject Property, to any other individual or entity from the date County initiated this Action through the signing of this Settlement Agreement.
8. **Governing Law and Venue:** The Parties acknowledge and agree that this Settlement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Settlement Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. **To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to a trial by jury of any such litigation.**

9. **Severability:** The Parties acknowledge and agree that if any part, term or provision of this Settlement Agreement is determined by a court of competent jurisdiction to be invalid, illegal or in conflict with any law of Florida, such provision shall be severed from the Settlement Agreement, to the extent that such severance does not affect the compensation paid for the taking or release of the County as set forth herein, and the validity of the remaining portions or provisions shall not be affected thereby.
10. **Merger:** This Settlement Agreement incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Settlement Agreement that are not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
11. **Joint Preparation:** The Parties acknowledge that they have sought (or have had the opportunity to seek) and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and acknowledge that the preparation of this Settlement Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
12. **Counterparts:** This Settlement Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.
13. **Captions:** The captions of the sections of this Settlement Agreement are for convenient reference only and shall not affect the construction nor interpretation of any of the terms and provisions set forth herein.
14. **Further Assurance:** The Parties shall execute all such further instruments, and to take all such further actions that may be reasonably required by any party to fully effectuate the terms and provisions of this Settlement Agreement and the transactions contemplated herein.
15. **Modification:** No change or modification of this Settlement Agreement shall be valid unless in writing and signed by all Parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
16. **Survival of Provisions:** All covenants, warranties, and representations contained in this Settlement Agreement shall survive the termination of the Settlement Agreement.

17. **Notice:** In order for a notice to a party to be effective under this Settlement Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with this section:

For County:

Broward County Attorney's Office
Attn: Andrew J. Meyers or Current Broward County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Email address: ameyers@broward.org

For TLH:

TLH Sabra 2, LLC
Attn: Brian Tuttle
1301 W. Royal Palm Road
Boca Raton, FL 33486
Phone Number: 561-718-4816
Email address: ttuttlelandscape@aol.com

[This space is intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Settlement Agreement on the respective dates under each signature: 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 _____, 2021, and TLH Sabra 2, LLC, signing by and through its Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

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

By _____
Mayor

____ day of _____, 2021.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

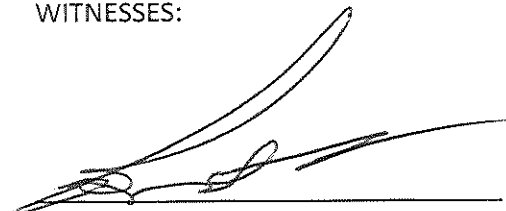
By _____
Benjamin D. Crego Date
Assistant County Attorney

By _____
Adam Katzman Date
Senior Assistant County Attorney

SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY
AND TLH SABRA 2, LLC

TLH SABRA 2, LLC

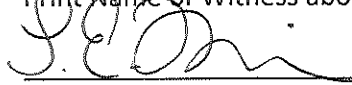
WITNESSES:



Signature



Print Name of Witness above

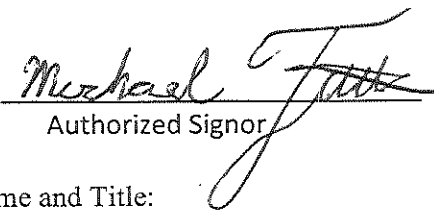


Signature



Print Name of Witness above

TLH Sabra 2, LLC, a Florida limited liability
company; by NEM LLC, its manager, a
Florida limited liability company

By: 

Authorized Signor

Name and Title:
Michael Tuttle, Manager of NEM LLC

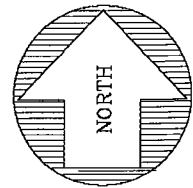
12 day of February, 2021

EXHIBIT A
Legal Description of Subject Property

SKETCH AND DESCRIPTION

PORTION OF TRACT 24
SECTION 19, TOWNSHIP 47 SOUTH, RANGE 41 EAST
"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.2"
(PB 1, PG 102, PBCR)

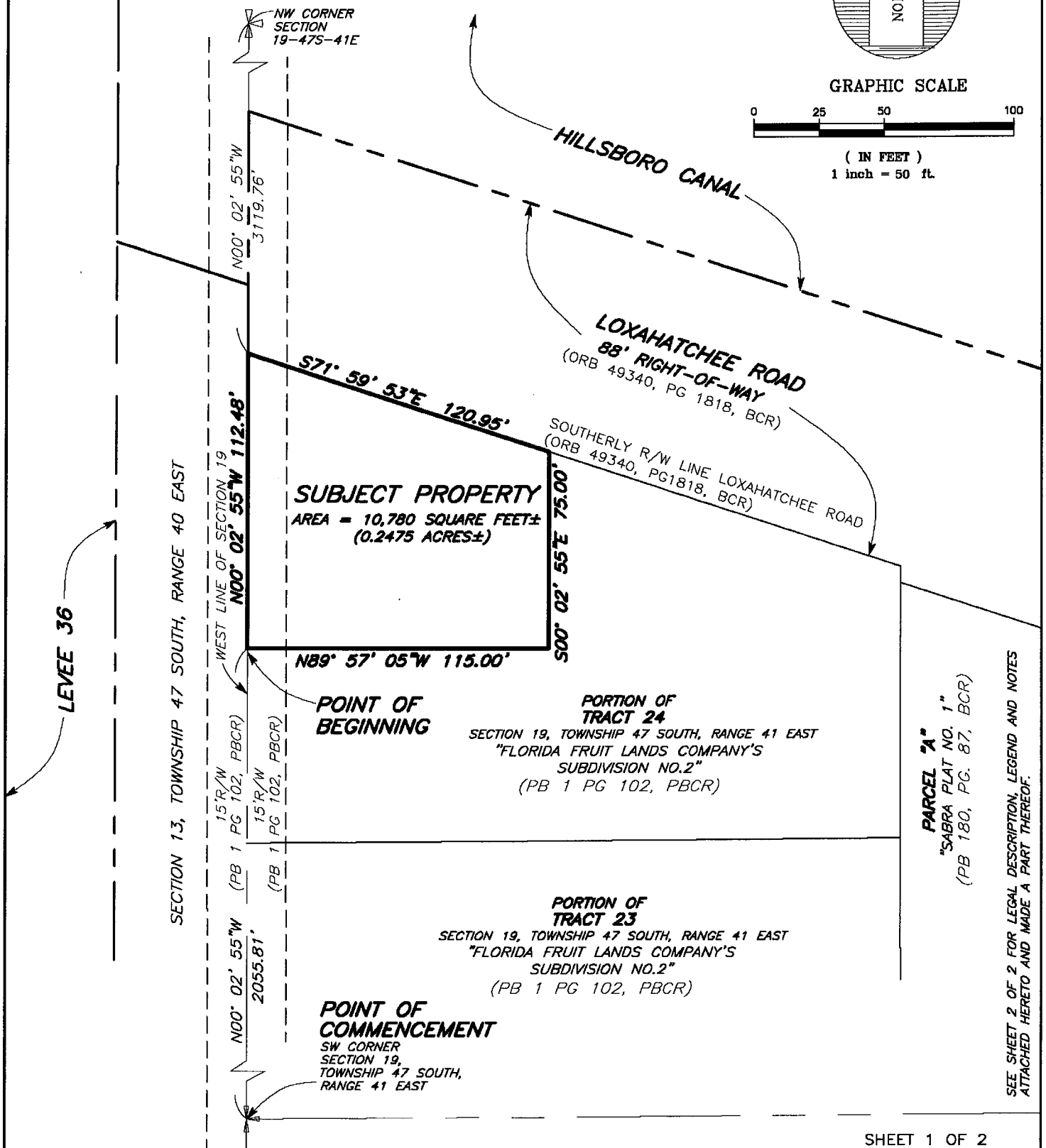
SURVEY PROJECT NO. 2019-009A



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, LEGEND AND NOTES
ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 1 OF 2

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE B300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

SURVEY PROJECT NO. 2019-009A

PORTION OF TRACT 24
SECTION 19, TOWNSHIP 47 SOUTH, RANGE 41 EAST
"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.2"
(PB 1, PG 102, PBCR)

LEGEND:

NO.	= NUMBER	PBCR	= PALM BEACH COUNTY RECORDS
PB	= PLAT BOOK	R/W	= RIGHT-OF-WAY
ORB	= OFFICIAL RECORDS BOOK	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
PG	= PAGE	"BCED"	= BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
BCR	= BROWARD COUNTY RECORDS		

LEGAL DESCRIPTION:

PORTION OF TRACT 24 OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 41 EAST OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 AT PAGE 102 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 41 EAST; THENCE, ALONG THE WEST LINE OF SAID SECTION 19, NORTH 00° 02' 55" WEST FOR A DISTANCE OF 2055.81 FEET TO THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID WEST LINE OF SECTION 19, NORTH 00° 02' 55" WEST FOR A DISTANCE OF 112.48 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LOXAHATCHEE ROAD AS PER OFFICIAL RECORDS BOOK 49340, PAGE 1818 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 71° 59' 53" EAST FOR A DISTANCE OF 120.95 FEET; THENCE SOUTH 00° 02' 55" EAST FOR A DISTANCE OF 75.00 FEET; THENCE SOUTH 89° 57' 05" WEST FOR A DISTANCE OF 115.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE, LYING, AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 10,780 SQUARE FEET, (0.2475 ACRES), MORE OR LESS.

NOTES:

- 1) THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE REVIEWING SURVEYOR.
- 2) BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 FLORIDA EAST STATE PLANE SYSTEM. THE SOUTH RIGHT-OF-WAY LINE OF LOX ROAD BEARS SOUTH 71°59'53" EAST AS SHOWN ON RIGHT-OF-WAY MAP BOOK 14, PAGE 159, BCR
- 3) SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS DESCRIPTION ARE AS FOLLOWS:
 - A) THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.2", PB 1, PG 102, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
 - B) THE PLAT OF "SABRA PLAT NO.1", PB 180, PG 87, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - C) THE RIGHT-OF-WAY MAP FOR STATE ROAD 827, AS RECORDED IN MISCELLANEOUS MAP BOOK 6, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - D) THE RIGHT-OF-WAY MAP FOR THE HILLSBORO CANAL, AS RECORDED IN RIGHT-OF-WAY MAP BOOK 14, PAGE 159 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - E) THE RIGHT-OF-WAY MAP FOR LEVEE L-36, AS PROVIDED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
 - F) THE RIGHT-OF-WAY MAP FOR LEVEE L-40, AS PROVIDED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
 - G) DEED RECORDED IN INSTRUMENT 112878040 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - H) DEED RECORDED IN OFFICIAL RECORDS BOOK 48052 AT PAGE 693, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - I) DEED RECORDED IN OFFICIAL RECORDS BOOK 49340 AT PAGE 1818, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF

SHEET 2 OF 2

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH UNDER (CHAPTER 5, 17 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER # 5695, STATE OF FLORIDA

ERIC B AUGUSTO

BROWARD COUNTY

DATE OF SKETCH
10-24-18

DRAWN BY
EBA

CHECKED BY
EBA

MANAGER
EBA

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE B300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH NO.
2019-005A.DWG