

## **SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (the “Agreement”) is entered into as of this \_\_\_\_ day of September 2022, by and between H&V ENTERPRISES INC., a Florida profit corporation, VIVIAN SANCHEZ, an individual, HISNARDO SANCHEZ, an individual, H&M FIRST AVE LLC, a Florida limited liability company, and KIDDIE WOOD ACADEMY, INC., a Florida profit corporation (collectively the “Defendants”) and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the “HBCRA”) (Defendants and the HBCRA are at times individually referred to herein as a “Party” or collectively, the “Parties”).

**WHEREAS**, the HBCRA has instituted a lawsuit against the Defendants styled HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic v. H&V ENTERPRISES INC., a Florida profit corporation, et al, Case No. CACE-21-004982 (14), in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida (the “Lawsuit”).

**WHEREAS**, the Parties prefer to avoid the uncertainties and expense of further litigation and disputes and instead desire to set forth in this Agreement, without establishing precedent, the terms and conditions of the settlement of the HBCRA's claims brought forth in the Lawsuit, in exchange for the consideration described herein.

**WHEREAS**, following arms-length negotiations among the Parties, the Parties desire to settle and compromise all disputes, controversies, claims and actions between and among them relating to the Lawsuit without the need for continued costly and protracted litigation, on the terms and conditions herein provided.

**WHEREAS**, nothing contained in this Agreement shall constitute an admission of wrongdoing or liability of either Party, it being recognized and agreed that this is an agreed upon resolution of a contested series of legal disputes, settled for economic and related business reasons.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the promises, covenants and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Correctness of Recitals. All of the recitals set forth herein are true and correct and incorporated herein by reference.

2. Settlement. The Parties agree, in full and complete resolution of all claims and issues between the Parties, and upon the exchanging of mutual general releases as contained herein, as follows:

(i) H&V shall pay the HBCRA a total of \$39,900 (the “Settlement Funds”), consisting of the following:

- (a) \$20,291.06 outstanding principal balance due plus interest;
- (b) \$206.00 release of lien fee; and
- (c) \$19,402.94 attorneys’ fees.

(ii) The HBCRA will file a Notice of Voluntary Dismissal with Prejudice dismissing the Defendants from the Lawsuit within a reasonable period of time following receipt of cleared Settlement Funds; and

(iii) The HBCRA will record a Satisfaction of Mortgage for the property encumbered by the Note and Mortgage at issue in this Lawsuit within a reasonable period of time following receipt of cleared Settlement Funds.

3. Releases. Except for any obligations arising under this Agreement, the HBCRA, its directors, officers, employees, successors and assigns hereby release unconditionally the Defendants, their officers, managers, members, directors, shareholders, employees, successors and assigns, and representatives, from any and all claims, obligations, responsibilities, suits, judgments, damages, rights, causes of action and liabilities whatsoever, whether known, unknown or unanticipated, raised or that could have been raised in this Lawsuit.

Except for any obligations arising under this Agreement, the Defendants, their officers, managers, members, directors, shareholders, employees, successors and assigns, and representatives hereby release the HBCRA, its directors, officers, employees, successors and assigns, and representatives from any and all claims, obligations, responsibilities, suits, judgments, damages, rights, causes of action and liabilities whatsoever, whether known, unknown or unanticipated, raised or could have been raised, foreseen or unforeseen, existing or hereinafter arising in law, equity or otherwise, based in whole or in part on any act, omission, transaction, event or other occurrence taking place during the period from the beginning of time through the present, including but not limited to, those in connection with, arising from or relating to the Lawsuit.

**THESE RELEASES ARE INTENDED TO BE AND SHALL BE CONSTRUED AS A TOTAL, ABSOLUTE, UNASSAILABLE AND UNCONDITIONAL TERMINATION OF ANY AND ALL LIABILITIES OF THE PARTIES HERETO BASED ON THE FOREGOING MATTERS.**

4. Counterparts. This Agreement may be executed in counterparts, each of which, when read together with the signatures of those parties signing other counterparts, shall be deemed a complete original copy. Delivery of an executed counterpart of a signature page to this

Agreement via facsimile or email shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Binding Effect and Parties Bound. This Agreement and all covenants and releases set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto, their legal successors and assigns.

6. Authorization to Enter into Agreement. Each Party hereto acknowledges that they are properly authorized to enter into this Agreement in their individual or representative capacities.

7. Legal Advice. All Parties to this Agreement acknowledge and represent that they are executing this Agreement after having received full legal advice from counsel of their choice, if they so choose. The undersigned certify that they have read the entirety of this Agreement, as well as any related documents referenced herein, and fully understand the terms and conditions of settlement.

8. Governing Law, Venue, and Retention of Jurisdiction. This Agreement shall in all respects be construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within the State of Florida and by federal law to the extent the same has preempted the laws of the State of Florida. Venue for any litigation to enforce this Agreement shall be in Broward County, Florida. The Court retains jurisdiction to enforce this Agreement in all instances.

9. Invalidity. If any provision of this Agreement is invalidated by a court of competent jurisdiction, all the remaining provisions of this Agreement shall remain in full force and effect, provided that the Parties may still substantially realize the benefit of the promises and considerations conferred hereby.

10. Continuing Obligation. All Parties shall execute any additional documents reasonably necessary to effectuate the provisions of this Agreement.

11. Entire Agreement. The Parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them, and that this Agreement contains the entire understanding and agreement between the Parties and it contains all terms and conditions pertaining to the compromise and settlement between the Defendants and the HBCRA.

12. Interpretation. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either Party. As herein used, the singular number shall include the plural, the plural the singular. Section or paragraph headings are employed herein solely for convenience of reference.

*[The remainder of this page intentionally left blank. Signature Page to follow.]*

**REVIEWED, ACKNOWLEDGED AND ACCEPTED** on this \_\_\_\_ day of September, 2022.

**PLAINTIFF:**

**HALLANDALE BEACH COMMUNITY  
REDEVELOPMENT AGENCY**, a public  
body corporate and politic

By: \_\_\_\_\_  
Jeremy Earle  
Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Jenorgen M. Guillen  
HBCRA Secretary

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Taylor English Duma LLP  
HBCRA Attorney

**DEFENDANTS:**

**H&V ENTERPRISES, INC.,**  
a Florida profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KIDDIE WOOD ACADEMY, INC.,**  
a Florida profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**VIVIAN SANCHEZ**

**H&M FIRST AVE LLC,**  
a Florida Limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**HISNARDO SANCHEZ**