

## SETTLEMENT AGREEMENT AND RELEASE

The City of Riviera Beach Utility Special District, a Special District existing under the laws of the State of Florida (“**District**”) and the Town of Mangonia Park, a Florida municipal corporation existing under the laws of the State of Florida (“**Town**”), collectively “Parties,” for settlement purposes through their undersigned representatives, agree as follows:

**WHEREAS**, On October 19, 2005, the District and Town entered into an Agreement for Provision of Wastewater Service, attached hereto as Exhibit A, whereby the District agreed to provide wastewater transmission, treatment and disposal utility service for the Town’s wastewater utility system (the “Agreement”); and

**WHEREAS**, pursuant to its terms, the Agreement expired on October 19, 2020; and

**WHEREAS**, the District and the Town have been in dispute over the applicable rate under the Agreement since 2018; and

**WHEREAS**, the District has continued to provide services to the Town as provided for in the Agreement; and

**WHEREAS**, the District and the Town desire to enter into this Settlement Agreement to resolve their dispute over the terms of the Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, the sufficiency of which is acknowledged by both Parties, the Parties hereby enter into this Settlement Agreement and Release (“Settlement Agreement”) and agree as follows:

1. **Payment of Disputed Amounts.** Concurrent with the execution of this Settlement Agreement, the Town shall pay to the District, and the District shall accept from the Town as full payment of all previously disputed amounts, a lump sum payment in the amount of Fifty Thousand Dollars (\$50,000.00).

2. **Provision of and Payment for Wastewater Services.** The District shall continue to provide wastewater services to the Town as set forth in the Agreement. The Town agrees to pay the District for this service at the rate of \$6.09 per thousand gallons, inclusive of the surcharge (“Rate”). The District shall not raise the Rate for the Term of this Settlement Agreement.

3. **Wastewater Services Agreement.** The Parties agree to discuss and negotiate in good faith during the Term of this Settlement Agreement in an attempt to enter into a new Wastewater Services Agreement that is beneficial to both Parties.

4. **Term.** This Settlement Agreement shall be in effect for twenty-four (24) months from the Effective Date ("Term"). The Term of this Settlement Agreement may not be extended. This Settlement Agreement shall automatically terminate at the expiration of the Term or upon full execution of a new Wastewater Services Agreement between the Parties, whichever occurs first.

5. **Arbitration.** The Parties agree that upon fully executing this Settlement Agreement, the Parties shall immediately cancel the pending arbitration currently scheduled for May 21, 2021.

6. **Permit Approvals.** The Parties agree that the District has responsibility to review, through the established process, permits and applications related to wastewater services proposed within the Town. Upon execution of this Settlement Agreement, the District agrees to, within seven (7) business days, complete its review of the Florida Department of Health permit for sewer service and the Florida Department of Environmental Protection Form 62-604.300(8)(a) Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System, and any other permit related application, form, or document related to wastewater service submitted by Meritage Homes, Inc. for the development of property located on Lakeshore Drive northeast of the Congress Avenue / 45<sup>th</sup> Street intersection, in the Town.

7. **Settlement.** This Settlement Agreement represents a compromise of the issues existing between the Parties concerning the rate for wastewater services provided to the Town by the District under the Agreement. The Parties recognize the issues were unique to themselves, and that the amounts agreed to herein shall not be asserted, in evidence or argument, in any proceeding as an admission, or for any other purpose, by either party with respect to the rate for wastewater services provided by the District, or the appropriate methodology used to arrive at such rate. However, this does not preclude the Parties from enforcing the terms of this Settlement Agreement.

8. **Mutual Release.** Upon full execution of this Settlement Agreement and the Town paying to the District the sum set forth in Paragraph 1, each Party hereby mutually releases the other Party and its respective directors, officers, shareholders, agents, representatives, employees, related or affiliated companies, subsidiaries, beneficiaries, heirs, successors, assigns, and executors from and against any and all actions, claims, demands, and causes of action, including attorney's fees and costs, which each Party has ever had, has now, or shall or may have against each and/or any of them, whether known or unknown, foreseen or unforeseen, contingent or non-contingent, by reason of any cause or matter arising out of or in any way relating to the subject matter of the aforesaid dispute resolution process currently scheduled for binding arbitration on May 21, 2021.

9. **Entire Agreement.** This Settlement Agreement sets forth the entire understanding of the Parties and no verbal or written warranties or representations have been made or have been relied upon which do not appear in writing within this Settlement Agreement. Any reliance on verbal or other representations which do not appear within

this Settlement Agreement shall be deemed unjustifiable reliance. Each Party hereto is represented by that Party's own counsel (or has had the opportunity to confer with counsel of their own choosing) and has had the benefit of (or the opportunity to have the benefit of) such counsel's advice in reviewing, commenting upon, and modifying this Settlement Agreement.

10. **Modification of Agreement.** This Settlement Agreement may not be amended or modified except by written instrument signed by all of the Parties hereto, and the Parties agree that this provision may not be waived except in writing.

11. **Waiver.** The rights of the Parties under this Settlement Agreement are to be considered cumulative, and the failure on the part of any Party to exercise or enforce properly or promptly any rights arising out of this Settlement Agreement shall not operate to forfeit or serve as a waiver of any of those or other rights. The waiver by one Party of the performance of any covenant or condition herein shall not invalidate this Settlement Agreement, nor shall it be considered to be a waiver by such Party of any other covenant or condition herein. The waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

12. **Cooperation.** The Parties hereto agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Settlement Agreement and to effectuate the intent of the Parties hereto.

13. **No Admission of Liability.** By this settlement, no Party admits any liability, but rather the Parties have agreed to this settlement as a compromise of disputed claims in the interests of avoiding the costs and uncertainty of binding arbitration and/or litigation.

14. **Time is of the Essence.** Time is of the essence for all obligations under this Settlement Agreement.

15. **Headings.** The headings used in this Settlement Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Settlement Agreement or the intent of any provision in it.

16. **Severability.** If any provision of this Settlement Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, whether on its face or as applied, the remaining provisions shall remain in full force and effect.

17. **Benefit and Binding Effect.** This Settlement Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns. This Settlement Agreement may be executed in counterparts, which, taken together, shall constitute one and the same instrument. The individuals signing below on behalf of entities represent and warrant that they have the full authority to bind their respective entities to all of the

provisions hereof. Signatures by facsimile transmission or other electronic transmission of this Settlement Agreement shall be acceptable and binding upon the Parties. A copy hereof shall be as binding as an executed original.

18. **Inspector General**. Pursuant to Sections 2-421—2.432 of the Palm Beach County Code of Ordinances, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the District or the Town shall fully cooperate with the Inspector General in the exercise of the inspector general's functions, authority and power. The Inspector General has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the District and the Town, and lobbyists of the District and the Town in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

19. **Governing Law, Venue, and Jury Trial Waiver**. This Settlement Agreement shall be governed by the laws of the State of Florida, without regard to its principles of conflicts of law. Venue for any action relating to or arising out of this Settlement Agreement shall be in Palm Beach County, Florida. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Settlement Agreement.

20. **Attorneys' Fees**. Each Party shall bear its own attorneys' fees and costs in connection with this settlement of the above-referenced matter and the negotiation and preparation of this Settlement Agreement. Furthermore, in any legal action or other proceeding arising out of or relating to this Settlement Agreement including, without limitation, enforcement of the terms of this Settlement Agreement, each Party shall bear its own attorneys' fees and costs incurred in connection with such dispute.

21. **Independent Legal Advice**. The Parties have had the opportunity to obtain independent advice of legal counsel of their own selection. Each of the Parties acknowledges that they have entered into this Settlement Agreement freely and voluntarily, believing it to be in their best interest. The Parties have entered into this Settlement Agreement with a full and complete understanding of their legal rights and neither Party is under any current impediment that would prevent their full and complete understanding of this Settlement Agreement and their free and voluntary acceptance of the terms and conditions of this Settlement Agreement. The Parties to this Settlement Agreement further acknowledge and agree that none of the signatories for any Party is/are suffering from any physical, mental, or other condition that would impair their ability to contract and their ability to understand fully the terms and conditions of this Settlement Agreement. This Settlement Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

22. **Notice**. Notice shall be provided to the parties at the addresses first stated in the preamble of this Settlement Agreement. Notice shall be effective when made via hand delivery or via certified mail, return receipt requested.

23. **Counterparts**. This Settlement Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

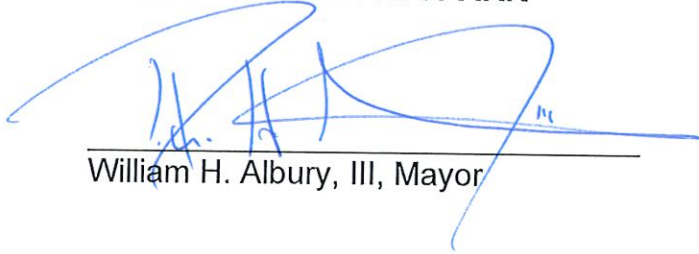
24. **Effective Date**. The Effective Date of this Settlement Agreement is the date that it is fully-executed by the Parties.

**Remainder of this page intentionally left blank.**  
**Signature pages follow.**

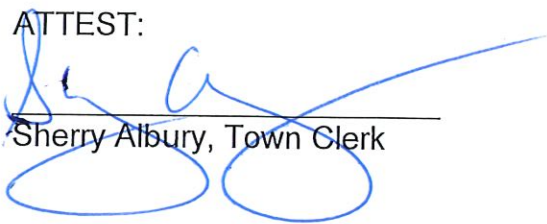
IN WITNESS WHEREOF, the parties hereto have made and executed this Settlement Agreement and Release as of the day and year set forth below.

**TOWN OF MANGONIA PARK**

Date: 5/7/2021

  
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William H. Albury, III, Mayor

ATTEST:

  
\_\_\_\_\_  
Sherry Albury, Town Clerk

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Keith W. Davis, Town Attorney

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**

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

\_\_\_\_\_  
Shirley D. Lanier, Board Chairperson

ATTEST:

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Claudene L. Anthony, CMC  
District Clerk

Approved as to form and legal sufficiency:

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Dawn S. Wynn, District Attorney