

GARGANESE, WEISS, D'AGRESTA & SALZMAN, P.A.

Attorneys at Law

111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596

Debra Babb-Nutcher
Board Certified City, County & Local
Government Law

dbabb@orlandolaw.net

March 1, 2018

*Via E-Mail: mike.yokan@gmail.com and
Certified Mail - Return Receipt Requested*

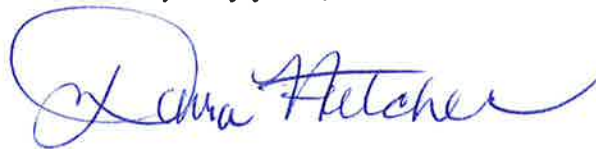
Michael R. Yokan, Esquire
2720 Park Street, Suite 213
Jacksonville, Florida 32205

Re: City of Palm Coast, Florida v. The Group Golf of Palm Coast, LLC
Flagler County Case No. 2016-CA-000639

Mike:

I did not receive a response from you to my recent email regarding the status of your compliance with the settlement agreement. You were supposed to have demolished or repaired and received a CO for the cart barn by February 28, 2018. I have been advised by the City that no plans for the cart barn have been submitted to the City to date and no CO has been issued because no one has called for final inspection. Therefore, Group Golf has failed to comply with one of the conditions of the settlement agreement and I have been instructed to move forward with having final judgment of foreclosure entered in favor of the City of Palm Coast. I will provide you a copy of the proposed final judgment before sending it to Judge Smith.

Very truly yours,



Debra S. Babb-Nutcher

DSBN/slj
Enclosure(s)

SETTLEMENT AGREEMENT AND RELEASE

Pursuant to mediation held on November 20, 2017, the parties, **CITY OF PALM COAST** ("City") and **THE GROUP GOLF OF PALM COAST, LLC** ("Group Golf"), agrees to settle all pending litigation between the parties filed in the Seventh Judicial Circuit, In and For Flagler County, Florida, relating to property owned by Group Golf located at 398 Lakeview Boulevard, Palm Coast, Florida, upon the following terms:

I. ***City of Palm Coast, Florida v. The Group Golf of Palm Coast, LLC, Case Number 2016-CA-000639 ("Foreclosure Litigation")***.

- A. **Utility Lien**. The City is the owner of a Utility Lien recorded at Book 2073, Page 1004, Official Records of Flagler County, Florida, which is the subject of the Foreclosure Litigation. Group Golf shall pay the City Fifty Eight Thousand Five Hundred Fifty Three Dollars and 00/100 (**\$58,553.00**), which shall be paid as follows: \$20,000 shall be paid to the City by noon on December 1, 2017; \$38,553 shall be paid by December 29, 2017. Upon payment of the \$20,000 by noon on December 1, 2017, the City shall cancel the hearings scheduled before Judge Smith on December 4, 2017. The parties agree to abate all litigation pending satisfaction of the terms of this Agreement.
- B. **Code Enforcement Lien**. The City is the owner of a Code Enforcement Lien recorded at Book 2100, Page 891 and at Book 2113, page 331, Official Records of Flagler County, Florida, in the amount of \$170,138.50,

which is also the subject of the Foreclosure Litigation. The City agrees to a reduction of the Code Enforcement Lien and further agrees to a reduction of the City's attorney's fees and costs incurred in the litigation to a lump sum amount of \$60,000, payable to Garganese, Weiss & D'Agresta Trust Account as follows: \$20,000 due by March 30, 2018; \$20,000 due by April 30, 2018; and \$20,000 due by May 30, 2018.

C. Group Golf agrees to resolve the pending code enforcement violations relating to the structures on the subject property by demolishing or repairing and receiving Certificates of Occupancy from the City for the remaining cart barn by February 28, 2018 and the maintenance building by April 30, 2018. The City shall submit comments within 5 days of each submission by Group Golf. If substantial progress is being made by Group Golf, the City agrees to extend these deadlines by 30 days.

II. In the event all conditions of this Agreement are met, the City shall dismiss the Foreclosure Litigation with prejudice, and Group Golf shall dismiss its case entitled ***The Group Golf of Palm Coast, LLC v. City of Palm Coast, Case Number 2016-CA-000126*** ("Injunction Case") with prejudice as well as all other cases filed against the City of Palm Coast, whether or not served on the City, within 5 days of confirmation that all provisions of this Agreement have been met.

III. In the event Group Golf defaults on any provision of this Agreement, Group Golf consents to entry of a final judgment of foreclosure against it and in favor of the

A handwritten signature in black ink, appearing to be 'D.H. J. m'.

City in the amount of \$168,553, less credit for any payments already received pursuant to this Agreement.

- IV. Mutual Releases. Upon successful completion of the terms of this Agreement, each party releases the other party, its employees, managers, governing boards, governing bodies, attorneys, claim administrators, adjusters and insurers, from any and all liability now accrued or which may hereafter accrue on account of any and all causes of action, claims, liens, and demands of every kind or character, which each party has or may hereafter have, arising out of, resulting in any manner whatsoever from any and all losses, expenses, grievances or damages including, but not limited to, monetary damages, civil rights claims, real or personal property loss, administrative complaints of any nature, including ethics complaints, professional complaints, or Florida Bar complaints, personal injuries, pain and suffering, mental or emotional damages, business damages, lost income, consequential damages, losses of any kind, attorneys' fees, costs, liens, payments or conditional payments or future payments, monies, and damages of every kind or nature, past or future, sustained by either party in any way arising from any actions or inactions of the other party to date relating in any way directly or indirectly to the code enforcement actions, collection activities, litigation, or any allegations in the litigation referenced herein. This Release shall bind the undersigned, its personal representatives, successors or assigns and shall inure to the benefit of the parties released, and their personal representatives, employees, successors or assigns.

Handwritten signature and initials, possibly "R.D.Y." and "F.L.", in dark ink.

The foregoing has been read and understood by the undersigned before the signing thereof. Each party signing has authority to bind the party.

DATED THIS 20th day of November 2017.

City of Palm Coast, Florida

By: [Signature]
Jim Landon
City Manager, City of Palm Coast

[Signature] *Diana Hutchins*
Att. for City of Palm Coast

The Group Golf of Palm Coast, LLC

By: [Signature]

Its [Signature] *Managing Member & Atty*