

SETTLEMENT AGREEMENT

The Parties, GARY R. ALEXANDER ("Alexander" or "Plaintiff"), THE CITY OF PALM BEACH GARDENS, FLORIDA ("City" or "Defendant"), and AVENIR HOLDINGS, LLC ("Avenir" or "Intervenor") hereby enter into this Settlement Agreement ("Settlement Agreement") this ____ day of August 2016, as follows:

RECITALS

A. On May 5, 2016 City approved Ordinance 3, 2016, Ordinance 4, 2016, and Resolution 4, 2016, which collectively approved a development plan for property owned by Avenir (the "Approvals");

B. On June 3, 2016, Alexander filed suit in the Circuit Court for the Fifteenth Circuit in and For Palm Beach County styled *Alexander v. The City of Palm Beach Gardens, et. al.*, Case No. 502016CA006279XXXXMB seeking declaratory relief pursuant to Chapter 86, Florida statutes challenging the Approvals (the "Lawsuit");

C. On June 27, 2016, Avenir was granted intervention as a party defendant in the lawsuit;

D. By entry into this Settlement Agreement, neither the City nor Avenir admits to the allegations contained in the Lawsuit;

E. The Parties have agreed to compromise, settle, and resolve the claims and requests for relief made in the Lawsuit under the terms and conditions as set forth in this Settlement Agreement.

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

1. Recitals Incorporated. The Parties incorporate the above Recitals and make them a part of this Settlement Agreement.

2. City Charter Review Committee Recommendation. Within five business days after final execution of this Agreement, Avenir, through its attorney, will send a letter to the City of Palm Beach Gardens City Council recommending that the City form a Charter Review Committee to review the City Charter and that Alexander be made a part of that Committee if it is formed and if he timely applies. Alexander shall receive a copy of Avenir's letter sent to the City.

3. City Code Review. The City agrees to undertake a review of Section 78-54 of its Code of Ordinances to determine whether it should add a requirement that time, date, and location of hearing to signs posted as required pursuant to Section 78-54. If the staff recommends that Section 78-54 be amended and if such amendment is determined to be in the best interests of the health, safety, and welfare of the citizens of the City, after duly noticed public hearings, the City will consider whether to amend Section 78-54 to include time, date, and location of hearing on all signs posted pursuant to Section 78-54 of the City Code.

4. City Charter Review. The City shall consider whether to establish a Charter Review Committee to review and recommend any changes to the City Charter. In the event that the City forms such a committee, the City shall consider Alexander for membership if he timely applies and meets the qualifications of such committee.

5. Fees and Costs. Avenir will pay to Alexander the sum of Four Hundred and Twenty Dollars and no/100 (\$420.00) representing costs for bringing this action. Such amount shall be deposited in escrow with Avenir's attorney upon execution of this Agreement and shall be delivered to Alexander upon his filing of a Dismissal With Prejudice as set forth in Paragraph 5, below. In all other respects, each party shall bear their own attorney's fees and costs in the Lawsuit.

6. Dismissal With Prejudice. Within two business days after Alexander has received a copy of the letter that Avenir has delivered to the City as set forth in Paragraph 2, above, Alexander shall dismiss the Lawsuit with Prejudice.

7. Effect of Dismissal With Prejudice. Plaintiff understands and agrees that the filing of the Dismissal with Prejudice shall preclude any other suit or claims by Plaintiff on the issue raised in the Complaint for the alleged denial of procedural due process in connection with the Approvals on May 5, 2016.

8. Each of the Parties Represented by Counsel. Each of the Parties represent that they have had the full and complete opportunity to be represented, and have been represented, by counsel of their choice throughout all negotiations relative to this Settlement Agreement, that they have read this Settlement Agreement, that they have reached this Settlement Agreement with full understanding of its

terms, that their attorneys have explained to their satisfaction this Settlement Agreement and the legal effects of this Settlement Agreement, that they agree with its terms, and that they have voluntarily executed this Settlement Agreement upon advice of their attorneys.

9. Entire Agreement; Modification; Waiver. This Settlement Agreement is complete, reflects the entire agreement between the Parties with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings relative to the subject matter of the Challenges. This Settlement Agreement may not be amended or modified except by a writing duly and validly executed by each party to this Settlement Agreement. Any party to this Settlement Agreement may waive any covenant or condition intended for its benefit in its discretion; but, except as otherwise set forth herein, delay on the part of any party in exercising any right, power, or privilege in this Settlement Agreement shall not operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power, or privilege, preclude any further exercise thereof or the exercise of any other such right, power, or privilege. Except as otherwise set forth herein, all waivers to be effective shall be in writing signed by the party purported to have waived.

10. Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

11. Severability. In case any of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement Agreement, but this Settlement Agreement shall be construed as if that invalid, illegal, or unenforceable provision had been limited or modified (consistent with its general intent) to the extent necessary to make it valid, legal, and enforceable. If it shall not be possible to so limit or modify that invalid, illegal, or unenforceable provision or part of a provision, this Settlement Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained in this Settlement Agreement.

12. Counterparts. For the convenience of the Parties and to facilitate execution, this Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an

original, but all of which shall constitute the same document. Facsimile signatures (including those delivered through electronic mail) shall serve as originals.

13. Governing Law. This Settlement Agreement shall be governed by, and enforced and construed in accordance with, the laws of the State of Florida, without regard to its conflicts of laws rules or principles.

14. Headings. The Headings in this Settlement Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision of this Agreement. Whenever the context of this Settlement Agreement directs, the plural shall be read as the singular and the singular as the plural.

15. Construction. This Settlement Agreement shall be construed without regard to any presumption or other rule requiring construction against any party drafting or causing this Agreement to be drafted.

16. No Recordation in Public Records. The Parties agree that this Settlement Agreement is a private agreement and shall not be recorded in the Public Records.

17. No Third Party Beneficiaries. The Parties agree that this Settlement Agreement does not inure to the benefit of any third parties. This includes that this Settlement Agreement does not bind the City Council of the City of Palm Beach Gardens to any future actions or decisions regardless of any language contained in this Agreement that may be construed to the contrary.

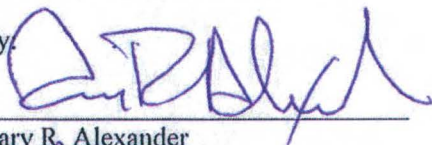
18. Authorized Signatures. The signatures on this Settlement Agreement are of the authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties each have approved and executed this Settlement Agreement as certified below.

[Signature Pages Follow]

GARY R. ALEXANDER

By:



Gary R. Alexander

DATE

August 2, 2016

THE CITY OF PALM BEACH GARDENS, FLORIDA

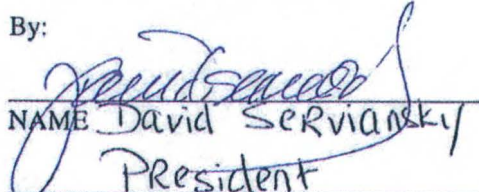
By:

MAYOR, OF PALM BEACH GARDENS

DATE

AVENIR HOLDINGS, LLC

By:


NAME David Serviansky
TITLE President

DATE August 2, 2016