

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1516.03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE TOWN OF GOLDEN BEACH AND ARNOLD GOODMAN DATED NOVEMBER 21, 2002 IN CIRCUIT COURT CASE NO. 01-16808 CA-2; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the Town Council hereby approves the Settlement Agreement between the Town of Golden Beach and Arnold Goodman dated November 21, 2002 in Circuit Court Case No. 01-16808 CA-2.

Section 2. That the Mayor is hereby authorized to execute said Settlement Agreement, attached hereto as Exhibit "A".

Section 3. Severability. That the provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

Section 4. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

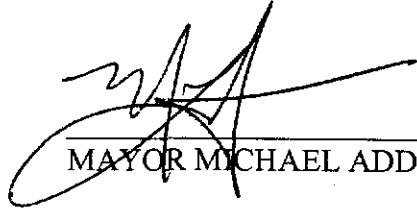
Sponsored by Administration.

Resolution No. 1516.03


The Motion to adopt the foregoing resolution was offered by Councilmember Paruas, seconded by Vice Mayor Iglesias and on roll call the following vote ensued:

Mayor Addicott	<u>ABSENT</u>
Vice Mayor Iglesias	<u>AYE</u>
Councilmember Einstein	<u>ABSENT</u>
Councilmember Paruas	<u>AYE</u>
Councilmember Singer	<u>AYE</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach this 26TH day of August, 2003.


MAYOR MICHAEL ADDICOTT

ATTEST:


CATHY SZABO
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


PAUL D. EICHNER
TOWN ATTORNEY

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 01-16808 CA - 2

TOWN OF GOLDEN BEACH,

Plaintiff,

-vs-

ARNOLD GOODMAN,

Defendant.

_____ /

SETTLEMENT AGREEMENT

Plaintiff and Defendant agree to settle the above styled cause on the following terms and conditions:

1. Defendant shall pay to Plaintiff \$45,000.00 ("the Settlement Sum") in full satisfaction and accord of all of Plaintiff's claims asserted in the above styled cause. The Settlement Sum is being paid in full satisfaction and accord of any and all liens Plaintiff has or claims to have against the Defendant's Town of Golden Beach real property described in Plaintiff's complaint including but not limited to (a) its Amended Final Judgment lien dated May 11, 1999 and recorded in Official Records Book 18,615, Page 1,568, of the Public Records of Miami-Dade County, Florida; (b) its Municipal Claim of Lien (for demolition) dated May 19, 1999 and recorded in Official Records Book 18,650, Page 4,597, of the Public Records of Miami-Dade County, Florida and (c) its Code Enforcement Lien (captioned, "ORDER IMPOSING FINE/CLAIM OF LIEN" in Case No. 02-04-03) dated September 23, 2002 and recorded in Official Records Book _____, Page _____.

of the Public Records of Miami-Dade County, Florida. Said sum shall be paid as provided below and shall be payable by cashier's check (or attorney's Trust Account check issued by Defendant's undersigned counsel) to TOWN OF GOLDEN BEACH, and delivered to Plaintiff's undersigned counsel.

2. Contemporaneous with said payment being made:

(a) Plaintiff will satisfy the judgment and the two liens described above in Paragraph 1 and deliver to Defendant's undersigned counsel recordable satisfactions of said judgment and two liens.

(b) Counsel for the parties shall file a joint motion requesting entry of an order dismissing Plaintiff's complaint and Defendant's counterclaim - both with prejudice and also providing that each party shall bear said party's own costs and attorney's fees and that the Court reserves jurisdiction to enforce the Settlement Agreement.

3. This Settlement Agreement - as to its validity in its entirety - is subject to an express condition precedent that within and not later than thirty (30) days after the date this Settlement Agreement is executed:

(a) Plaintiff shall secure approval of the settlement by its Town Council (the Town's representative and the Town's undersigned counsel who are executing this Settlement Agreement representing to Defendant that they will recommend such approval before the Town Council); and

(b) Plaintiff's undersigned counsel shall confirm in writing to Defendant's undersigned counsel - within said period of time - that such approval has been obtained.

(c) Within fifteen days after such confirmation of the Town's approval

has been furnished to Defendant's undersigned counsel said sum shall be paid to Plaintiff as set forth above.

(d) If for any reason whatever said Town approval has not been furnished to Defendant's undersigned counsel within the aforementioned period of time after the date this Settlement Agreement is executed either party may thereafter rescind this Settlement Agreement by furnishing written notice of rescission to counsel for the other party. Thereupon, the Settlement Agreement shall be rescinded in all respects and the above cause shall proceed as though no Settlement Agreement had ever been executed.

(e) Pending procurement of the Town Council's approval, neither party shall take any further action in this suit to prosecute or defend the same.

4. Defendant also agrees that he will cure the conditions (deteriorated landscaping and a deteriorated fence) described in the aforementioned Code Enforcement Lien (captioned, "ORDER IMPOSING FINE/CLAIM OF LIEN") within thirty days after confirmation of the Town's approval has been furnished to Defendant's undersigned counsel.

(a) Any alleged failure on Defendant's part to cure said conditions shall not affect any other provisions of this Settlement Agreement and upon Defendant's payment of the Settlement Sum Plaintiff shall nevertheless dismiss the suit and deliver to Defendant's undersigned counsel the aforementioned recordable satisfactions of said judgment and two liens.

(b) If there is any failure on Defendant's part to cure said conditions, Plaintiff may secure an order directing enforcement of the Settlement Agreement, by sworn motion, to be heard on motion calendar, pursuant to Rule 1.730(c), Fla. R.C.P.

(c) Defendant acknowledges and agrees that Plaintiff's execution of this

Settlement Agreement shall not in any way be construed as a waiver, in whole or in part, of its power to enforce all of the provisions of the Code of Ordinances of the Town of Golden Beach as to Defendant's aforementioned real property situated in said Town of Golden Beach.

5. Provisions Regarding Mediation:

(a) Each of the individuals and entities signing this Agreement acknowledges and represents to the other parties and to the Mediator that each party has read this Agreement which is voluntarily entered into and which is intended by each party to be binding and enforceable under Florida law and subject to the provisions of Chapter 44, Florida Statutes and the Florida Rules of Civil Procedure dealing with mediations. Each person executing this Agreement in a representative capacity, i.e., for and on behalf of a corporation, a partnership, or any other entity, further represents to each of the other parties and to the Mediator that said individual is duly authorized to execute this Agreement on behalf of said corporation, partnership or other entity.

(b) The parties acknowledge (i) that this Settlement Agreement was arrived at during the mediation conference conducted by Mediator Samuel L. Heller on November 21, 2002; (ii) that although Mediator Samuel L. Heller prepared this Settlement Agreement, the Mediator performed these services as scrivener for the parties since all of the substantive provisions of this Settlement Agreement were provided to the Mediator by counsel for the parties and by the parties; and (iii) that said Mediator has not offered or furnished legal advice to any of the parties or to their counsel and has acted solely in his capacity as Mediator herein.

(c) The cost of the mediation conference (including, where applicable, Mediator's services in preparation for and following the mediation conference, e.g., review of pleadings and/or mediations summaries furnished by counsel for the parties, drafting of the

mediation agreement and phone discussions with counsel regarding completion of same, securing its execution by all of the parties, etc.) is to be paid as follows: one-half to be paid by Plaintiff (to be invoiced to and paid by its counsel) and the remaining one-half to be paid by Defendant (to be invoiced to and paid by his counsel).


DATED: November 21, 2002.

ROSEN, KREILING & EICHNER, P.A.
Attorneys for Plaintiff
2500 Weston Road - Suite 220
Weston FL 33331
Telephone: (954) 384-1851
Facsimile: (954) 384-7909

TOWN OF GOLDEN BEACH

By: _____

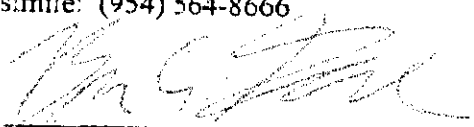
By: _____


Edward Paul Kreiling, Esq.
Fla. Bar No. 195776


DATED: November 21, 2002.

MOORE & GOODMAN, P.A.
Attorneys for Defendant
290C East Oakland Park Blvd.
Fort Lauderdale, Florida 33306
Telephone: (954) 564-8446
Facsimile: (954) 564-8666

By:



Bruce A. Goodman, Esquire
Fla. Bar No. 602302


ARNOLD GOODMAN
ARNOLD GOODMAN, By MAURICE D.
GOODMAN, individually and as agent for
ARNOLD GOODMAN pursuant to Durable
Power of Attorney dated Nov. 21,
2001, attached hereto.

This Instrument Prepared By:
Holly Eakin Moody, Esquire
2900 E. Oakland Park Blvd.
Fort Lauderdale, FL 33306
954/566-7417

COPY

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, ARNOLD GOODMAN have made, constituted, and appointed, and by this act and these presents, do make, constitute, and appoint my son, MAURICE D. GOODMAN, whose address is 6410 S.W. 185th Way, Southwest Ranches, Florida 33332, my true and lawful attorney with full power to act in my stead and on my behalf to make, do, and transact all and every kind of business whatsoever in my name as fully as though I myself were acting; said power to include, without in any way limiting the generality of the foregoing, full power and authority to do or perform for me, in my name, place, and stead, any or all of the foregoing, to wit:

To ask, demand, sue for, recover, collect, and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities, and demands whatsoever, whether at law or in equity, as are now or shall hereafter become due, owing, payable, or belonging to me; and have, use, and take all lawful ways and means in my name or otherwise, for the recovery thereof, by legal process, and to compromise and agree for the same, and grant, make, seal, and deliver acquittances or other sufficient discharges for the same for me in my name;

To bargain, contract, agree for, purchase, receive, and take lands, tenements, hereditaments, and accept the seisin and possession of all lands and all deeds, and other assurances in the law therefor;

To lease, let, demise, bargain, sell, remise, release convey, mortgage, and hypothecate lands, tenements, hereditaments, or any interests therein upon such terms and conditions, and under such covenants as my said attorney shall think fit;

To bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, stocks, bonds, other securities, choses in action, and other property in possession or in action;

And also, for me and in my name and as my act and deed, to sign, seal, execute, deliver, and acknowledge such deeds, deeds of trust, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfactions of mortgage, judgments and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises;

To draw checks upon any bank, banker, homestead, trust company, or banking house against any funds deposited to my credit with them and to deliver such checks and to deliver orders for the payment and withdrawal of monies from any account of mine in or with any bank, banker, homestead, trust company, or banking house, and to deliver such monies to any person, persons, group of persons, corporation, or association;

Arnold Goodman

Arnold Goodman

To endorse checks, notes and drafts, and all instruments for deposit, collection, or otherwise; to sign, assign, or endorse any and all stock certificates issued by any corporation or similar organization; to vote at any general and special meeting of stockholders all stock owned, held, or controlled by me or standing in my name, to receive and receipt for dividends upon any stock belonging to me or standing in my name and on which I may be entitled to receive dividends;

To make, sign, and execute in my name and on my behalf any and all tax returns, State or Federal, including individual or joint Federal income tax returns, which I may be required to make for any and all taxable years;

To compromise, settle, or sue and to carry on any and all suits or legal proceedings of any kind in my name or for my benefit;

To borrow money on any policy or policies of insurance which may now or hereafter be issued on my life for the sole purpose of payment of the premium or premiums and, in connection therewith, to pledge, assign, and deliver such policy or policies as security therefor;

To apply for and accept all benefits under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, insofar as these benefits pertain to keeping in force any life insurance policies issued on my life by any company;

To execute vouchers in my behalf for any and all allowances and reimbursements properly payable to me by the United States, including, but not limited to, allowances and reimbursements for transportation of dependents or for shipment of household effects as authorized by law and Navy Regulations, and to receive, endorse, and collect the proceeds of checks payable to the order of the undersigned drawn on the Treasurer of the United States or a depository of the United States; to take possession from any post, warehouse, depot, dock, or other place of storage or safekeeping, governmental or private; and to execute and deliver any release, voucher, receipt, shipping ticket, certificate, or other instrument necessary or convenient for such purpose;

To institute, prosecute, defend, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, discharges, or other proceedings or otherwise engage in litigation in connection with any of the powers granted in this Power of Attorney;

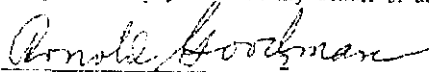
To act as my attorney-in-fact or proxy in respect to any policy of insurance on my life and, in that capacity, to exercise any right, privilege, or option which I may have thereunder or pertaining thereto, excluding, however, the right to change the beneficiary or the right to change the method of payment of the policy for loan, conversion, or other purposes at stockholders' meetings of any and all corporations and partnerships in which I own stock or may be interested, with full power to act and vote at such meetings;

To engage and dismiss agents, counsel, and employees and to appoint and remove at pleasure and substitute for my said attorney in respect to all or any matter of things herein mentioned and upon such terms as my attorney shall think fit;

To borrow money and to sign and deliver and in any and all ways to execute, extend, and renew any bond or promissory note which it may seem to my attorney to be proper to execute, sign, or draw for the benefit of the lender or lenders of such money, a chattel mortgage, mortgages, either with or without power of sale, or deed of trust or deeds of trust in, upon, concerning, or encumbering such property or other property now owned or hereafter acquired either in my name, our names, or in the name of my attorney, with or containing such items, stipulations, conditions, clauses, covenants, agreements, appointments or trustees, and powers as my said attorney-in-fact shall deem proper to secure the payment of such notes or obligations given for the purpose of such real or personal property;

To execute requests for payments on my behalf of any United States Savings Bonds

Arnold Goodman



registered in my name as owner or co-owner, and to receive, endorse, and collect the proceeds or checks payable to my order drawn on the Treasurer of the United States in payment of the redemption value of, or in the interest on, any United States Savings Bonds registered in my name as co-owner or owner.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, deed, and thing whatsoever in and about my estate, property, and affairs, as fully as I might or could do if present and acting.

The foregoing enumeration of specific powers does not, and shall not, in any way control, limit, or diminish the general powers herein granted in order to carry out the purposes hereinbefore expressed.

I hereby ratify and confirm whatsoever my attorney shall do in the premises by virtue of this authority.

This Durable Power of Attorney shall not be affected by disability of the principal except as provided by statute, it being the intention of the donor that this Power of Attorney shall be executed and granted in compliance with the provisions of Section 709.08, Florida Statutes, 1983. This power shall remain in effect until the principal shall die, revoke the power, or be judged incompetent.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of November, 2001.

Witnesses:

Thomas N. Tillman
Print Name: Thomas N. Tillman

Jilly Ann Morley
Print Name: Jilly Ann Morley

Arnold Goodman
ARNOLD GOODMAN
326 Ocean Boulevard
Golden Beach, Florida 33160

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me this 21 day of November, 2001, by ARNOLD GOODMAN, who is personally known to me or has produced his DEALER'S CARD as identification.

My commission expires:

[Signature]
Notary Public, State of Florida

Arnold Goodman *Arnold Goodman*

OFFICIAL NOTARY SEAL
LYNDA S FISHER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. COM46260
MY COMMISSION EXPIRES JULY 10, 2003