

8133
5/21/03

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE

This Settlement Agreement and Full and Final Release is made this 21 day of May, 2003, by and between HECTOR CASTRO and PAMELA CASTRO (hereinafter collectively "CASTRO"), the LAKE WORTH DRAINAGE DISTRICT and THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA.

WHEREAS, the parties wish to amicably and fully resolve all issues between them pertaining to any and all claims related to the construction, operation and maintenance of Cholee Lake Elementary School (hereinafter "Cholee Lake"), including but not limited to the widening and improvement of Dillman Road between Cleary Road and Jog Road.

NOW THEREFORE, the parties, intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. The purpose of this Settlement Agreement and Full and Final Release is to fully and finally resolve any and all prior and existing disputes and controversies between the parties and to terminate any and all claims that the parties, or any of their heirs, executors, administrators or successors now have or may have against any of the other parties, including but not limited to, any and all current or former employees, agents, attorneys, or representatives, in both their official and individual capacities, of the SCHOOL BOARD, and the LWDD, herein collectively referred to as "SCHOOL BOARD," and "LWDD," respectively, including but not limited to, (i) any matters related to CASTRO's claim that the SCHOOL BOARD agreed to pave an approximately three hundred foot long driveway across a certain portion of their property located at 6620 Dillman Road, West Palm Beach, Florida (hereinafter "CASTRO PROPERTY") in exchange for CASTRO's cooperation in the eminent domain case brought by Palm Beach County and/or (ii) any matters related to CASTRO's threat, claim, or demand,

related to the acquisition of land interests from CASTRO for the Dillman Road Improvements, as hereinafter defined, including but not limited to, rescission of any or all instruments conveying a real property interest to the LWDD or Palm Beach County over, across or through the current or former CASTRO PROPERTY, including but not limited to that certain Easement Deed recorded in ORB 14905, Page 1139, Public Records of Palm Beach County, Florida, and/or that certain Drainage Deed recorded in ORB 14392, Page 464, Public Records of Palm Beach County, Florida, and/or, (iii) any matters related to the planning, engineering, construction, operation or maintenance of Cholee Lake, including but not limited to the SCHOOL BOARD's widening of Dillman Road between Cleary Road and Jog Road, construction of turn lanes into the Cholee Lake driveways and the connection of any residential driveways along Dillman Road between Cleary Road and Jog Road (hereinafter "Dillman Road Improvements"), all as set forth on the plans and specifications prepared by Fanning/Howey dated November 5, 2002 (hereinafter "Plans and Specifications"), (iv) issues related to noise from the construction, operation and maintenance of Cholee Lake and the Dillman Road Improvements and/or the quiet enjoyment by CASTRO of the CASTRO PROPERTY, and (v) any issues related to the presence of children near the CASTRO PROPERTY.

2. The parties do hereby, unconditionally and irrevocably agree not to commence or initiate any action, lawsuit, proceeding or other matter against, or adverse to, the other parties with respect to the matters set forth above.

3. The parties do hereby, unconditionally and irrevocably release and forever discharge each other, from any and all causes of action, claims, grievances, suits, sums of money, or demands whatsoever, known or unknown, at law, in equity, or before any agency or commission of any local, state or federal government, including, but not limited to, those claims that any party, ever had, now has, or which their heirs, executors, administrators, or assigns, or any of them, hereafter can, shall, or may have for or by reason of any cause whatsoever, including but not limited to, all issues

involving the negotiation and execution of this Agreement. The parties acknowledge that the waiver and release provisions of this Agreement also bars any claim or demand for costs, fees or other expenses including, but not limited to, attorney's fees incurred or claimed in connection with any claims they may have against each other. The parties further acknowledge and agree that the listing of claims waived in this Agreement is intended to be illustrative rather than exhaustive. Accordingly, the parties acknowledge and agree that this Agreement constitutes a full and final bar to any and all claims of any type that they had or now have against each other, except as set forth herein.

4. OBLIGATIONS OF LWDD:

LWDD shall, not later than close of business of the next business day after receipt of a fully executed copy of this Agreement, deliver to the SCHOOL BOARD and COUNTY any and all permits, licenses and permissions required by LWDD to permit the immediate recommencement of the Dillman Road Improvements as set forth in the Plans and Specifications, including but not limited to a fully executed Permit and Piping Agreement (hereinafter "LWDD Permit"). LWDD shall not claim or demand any additional costs or fees from any party hereto as consideration of the issuance of the LWDD Permit nor require any further revisions to the Plans and Specifications.

5. OBLIGATIONS OF SCHOOL BOARD:

a. The SCHOOL BOARD shall cause to be paid to CASTRO the total sum of Three Thousand Two Hundred Ninety-three Dollars (\$3,293.00) as full monetary settlement of all of their claims within thirty days of the effective date of this Agreement. Said sum is to be made payable to the Trust Account of Barry T. Shevlin.

b. The SCHOOL BOARD shall construct a wall along the boundary between the CASTRO PROPERTY and the Cholee Lake property, as set forth in that certain Agreement between the SCHOOL BOARD and CASTRO dated March 19, 2002, a copy of which is attached hereto as Exhibit "A" (hereinafter "Wall Agreement"). Nothing contained in this Agreement shall be interpreted or construed to be a revision,

modification or amendment to the Wall Agreement, which shall remain in full force and effect.

6. OBLIGATIONS OF CASTRO:

a. CASTRO shall accept the payment set forth in subparagraph 5.a above as full consideration for the cost of paving and improving the approximately three hundred foot long driveway across their property and shall be responsible for contracting for the performance of such work. Nothing contained herein shall prohibit CASTRO from contracting with the SCHOOL BOARD's contractor making the Dillman Road Improvements to make the improvements to their driveway.

b. In the event that the Internal Revenue Service should make a determination that the settlement proceeds above are taxable, CASTRO shall be fully responsible for the payment of any taxes, or other such payments or taxes related to the payment received by them.

7. The terms of this Agreement are contractual and not a mere recital and no other contract, promise or inducement has been made to any party other than as set forth herein.

8. The parties state and acknowledge that they have entered into this Agreement knowingly, voluntarily and of their own free will, that they have had a sufficient amount of time to consider this Agreement, prior to their execution of it, that they have had the opportunity to consult an attorney or other advisor prior to executing this Agreement, that they have so consulted with said attorney or advisor, and that they fully understand and agree with all of the terms of this Agreement.

9. Venue of any litigation between the parties shall be in Palm Beach County, Florida, and this Agreement shall be governed by the laws of the State of Florida. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, the prevailing party(ies) will be entitled to recover reasonable attorney's fees and costs from the non-prevailing party(ies). Nothing

contained herein shall be construed or is intended, to expand the waiver of SCHOOL BOARD's sovereign immunity as limited by Section 768.28, Florida Statutes.

11. It is understood and agreed that, should any provisions of this Agreement or any part thereof, be rendered or declared invalid by any decree of court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

12. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

13. This Agreement shall not be construed against the party who drafted the same.

14. The parties have read, understood and have fully considered this Agreement and are desirous of entering into said Agreement. The terms of this Agreement are the product of mutual negotiation and compromise between CASTRO, the SCHOOL BOARD, and LWDD. Having elected to execute this Agreement, to fulfill the promises set forth herein, and to receive thereby the benefits set forth above, all parties freely and knowingly, and after due consideration, enter into this Agreement intending to waive, settle and release all claims they have or might have against each other.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals. The effective date of this Agreement shall be the date on which the last party executes it.

IN WITNESS WHEREOF, the parties have set their hands and seals.

Approved as to Form
And Sufficiency

The School Board of Palm Beach County,
Florida, a body corporate

BY: Blair Littlejohn
Blair Littlejohn, Esquire

BY: Thomas Lynch
Thomas Lynch, Chairman

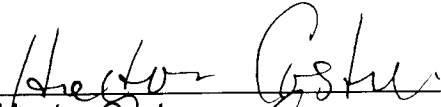
Attest:

BY: Arthur Johnson
Arthur Johnson, Ph.D., Superintendent

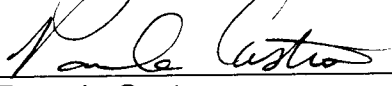
Date: 5/21/03

Witness:

Witness:



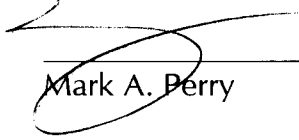
Hector Castro



Pamela Castro

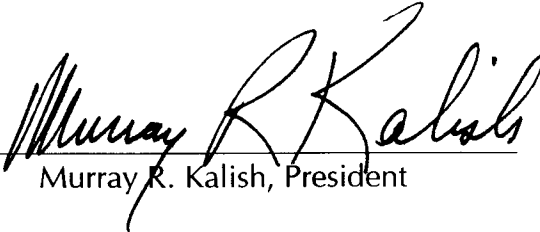
Date: 7-8-2003

Approved as to Form
And Sufficiency



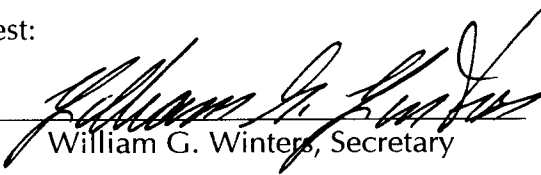
Mark A. Perry

LAKE WORTH DRAINAGE DISTRICT

BY: 

Murray R. Kalish, President

Attest:

BY: 

William G. Winters, Secretary

Date: May 14, 2003