

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the “**Agreement**”), deemed effective on March ____, 2025 (the “**Effective Date**”), is by and between Doral 10, LLC (“**Doral 10**”), the City of Doral (the “**City**”), and JVA Engineering Contractor, Inc. (“**JVA**”) (Doral 10, the City, and JVA are each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, Doral 10 owns two parcels of approximately 9.48 acres of vacant land in the City along N.W. 102nd Avenue in the vicinity of N.W. 70th Street, bearing folio nos. 35-3017-0210 and 35-3017-001-0208 (the “**Property**”);

WHEREAS, Doral 10 commenced a lawsuit against the City and several other defendants, including JVA, in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, *Doral 10, LLC v. City of Doral, et. al*, Case No. 2019-033211-CA-01 (the “**State Action**”), asserting federal and state law claims arising from the use of Doral 10’s Property during a 2019 City roadway construction project;

WHEREAS, Doral 10’s lawsuit was removed to the United States District Court for the Southern District of Florida, and is currently assigned Case No. 19-24830-CIV-MORENO (the “**Federal Action**”),¹ where the federal claims against the City remained, but the state law claims against the City, JVA, and the other defendants were remanded back to the State Action;

WHEREAS, the Parties desire to amicably resolve their disputes in order to avoid the uncertainty and expenses associated with protracted litigation and to provide for payment in full settlement and discharge of all claims which are, or might have been, the subject matter of the Lawsuits;

WHEREAS, the Parties deny all liability and wrongdoing but have agreed to resolve the claims asserted in the Lawsuits and Appeal to avoid further costs, time, and risks associated with litigation;

WHEREAS, the Parties agreed to a Material Term Sheet setting forth the material terms of their global resolution which was approved by the City Council at a special meeting held on January 27, 2025 and subsequently executed by the Parties; and

WHEREAS, the Parties now wish to memorialize their agreement in accordance with the provisions of the Material Term Sheet along with other terms of their global resolution and do so here in this document, which is intended to supersede the Material Terms Sheet.

¹ The State Action and Federal Action are, collectively, the “**Lawsuits.**”

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT TERMS

1. **Recitals.** The Parties represent and warrant to each other that the foregoing Recitals are true and correct and incorporated herein.

2. **Settlement Amount.** The City agrees to pay Doral 10 the total sum of \$21,000,000 (the “Settlement Amount”) as full and final settlement of the dispute between the Parties, which includes a confidential contribution from JVA in an amount identified in a separate confidential exhibit to this Agreement executed by the City and JVA, and which shall be paid pursuant to the terms set forth in Paragraph 4 herein. The Settlement Amount shall consist of: (a) a purchase price in the amount of \$17,200,000.00 that the City is paying to purchase the Property pursuant to a separate Purchase and Sale Agreement, and (b) a separate payment in the amount of \$3,800,000.

3. **City’s Purchase of the Property.** As part of the global settlement, the City agrees to purchase the Property from Plaintiff pursuant to a separate Purchase and Sale Agreement (“PSA”), which shall contain the usual and customary provisions regarding the conveyance of marketable title. The PSA shall be subject to additional terms that will be more specifically stated therein, including but not limited to the following:

- a. **Due Diligence.** The City shall have a 45-day due diligence period that commenced on January 27, 2025 to conduct environmental testing of the Property at the City’s own expense. The company appointed to conduct the environmental testing shall be approved by Doral 10 and the City. Doral 10 shall consent to the date and time of the environmental testing and shall have the right to be present at the Property during the environmental testing. Neither the City nor JVA shall have the right to enter onto the Property for any reason without Doral 10’s consent prior to closing of the City’s purchase of the Property. The City shall not have the right to terminate the PSA unless: (i) such environmental testing (1) identifies environmental contaminants that have not been previously identified on the Property (the “**New Contaminants**”), which (2) results in Miami-Dade County Environmental Resource Management (“DERM”) requiring that such New Contaminants be remediated through remediation efforts that are substantial in nature and that are separate and distinct from the remediation efforts required by DERM to resolve the known contamination on the Property, or (ii) Doral 10 does not convey marketable title.
- b. **Condition of the Property.** The City hereby acknowledges that the Property is being sold and transferred in “as is” condition, subject to the environmental testing set forth herein and marketable title.
- c. In the event that the City exercises its right to terminate the PSA in accordance with the PSA, the Parties shall, within two (2) business days from the date of the City’s

Notice of Termination, notify the judges in the two (2) Lawsuits that a settlement was not reached, and the Parties shall request a trial date at the soonest practicable trial setting

4. **Closing.** The closing of the City's purchase of the Property shall take place no later than March 19, 2025 (the "**Closing**") and the City's payment of the Settlement Amount shall occur no later than the date of the Closing. The PSA shall dictate the specific terms of the Closing and other terms of the purchase and sale. In the event that Closing does not occur by March 19, 2025, Doral 10 shall possess the right, in its sole discretion, to either seek to enforce the terms of the Parties' settlement as reflected in the Material Term Sheet entered into by the Parties, or to terminate this Agreement and the PSA and notify the judges in the two (2) Lawsuits that a settlement was not reached, and that a trial date be scheduled at the soonest practicable trial setting.

5. **City Council Approval.** This Settlement Agreement and the PSA are subject to approval by the City Council. The City shall present this Settlement Agreement and the PSA for approval at the March 12, 2025 City Council Meeting (the "**March Meeting**"). Further, the City shall present for approval at the March Meeting the transfer of funds to complete the City's purchase of the Property and fund the Settlement Amount set forth herein.

6. **Dismissal of Lawsuits and Appeal.** Within three (3) business days following the Closing of the City's purchase of the Property and Doral 10's receipt of the Settlement Amount:

- a. Doral 10 shall dismiss with prejudice the Federal Action, with all parties bearing their own fees and costs in that action;
- b. Doral 10 shall dismiss with prejudice the claims brought against the City and JVA in the State Action, with Doral 10, the City, and JVA bearing their own fees and costs in that action;
- c. The City shall dismiss with prejudice its cross claim in the State Action, with all parties bearing their own fees and costs in that action.

7. **Mutual Releases of All Claims by the Parties.** Subject to the Closing of the City's purchase of the Property and Doral 10's receipt of the Settlement Amount, and excluding the City's and JVA's respective obligations under this Agreement, Doral 10 and its shareholders, agents, directors, officers, affiliates, employees, insurers, reinsurers, successors in interest, and assigns hereby release, acquit, and forever discharge the City and JVA including their respective past and present agents, directors, officers, shareholders, Council Members, City Managers, employees, affiliates, insurers (including but not limited to: Federal Insurance Company), reinsurers, successors in interest, and assigns, from any and all claims, cross-claims, actions, causes of action, demands, rights, damages, costs, expenses, and attorneys' fees that Doral 10 had, now has, or may hereafter have arising out of or in connection with the Lawsuits, including all claims that were or could have been raised based on the facts alleged in the Lawsuits. Likewise, subject to the releases and dismissals by Doral 10 and JVA herein, and JVA's contribution toward the Settlement Amount as set forth herein and the confidential exhibit, and excluding Doral 10's and JVA's respective obligations under this Agreement, the City including its Council Members,

City Managers, employees, insurers, reinsurers, successors in interest, and assigns hereby release, acquit, and forever discharge Doral 10 and JVA including their respective past and present shareholders, members, agents, directors, officers, employees, affiliates, insurers (including but not limited to: Federal Insurance Company), reinsurers, successors in interest, and assigns, from any and all claims, cross-claims, actions, causes of action, demands, rights, damages, costs, expenses, and attorneys' fees that the City had, now has, or may hereafter have arising out of or in connection with the Lawsuits, including all claims that were or could have been raised based on the facts alleged in the Lawsuits. Likewise, subject to the releases and dismissals by Doral 10 and the City herein, and excluding Doral 10's and the City's respective obligations under this Agreement, JVA including its shareholders, agents, directors, officers, affiliates, employees, insurers (including but not limited to: Federal Insurance Company), reinsurers, successors in interest, and assigns hereby release, acquit, and forever discharge Doral 10 and the City, including their respective shareholders, members, agents, directors, officers, Council Members, City Managers, employees, affiliates, insurers, reinsurers, successors in interest, and assigns, from any and all claims, cross-claims, actions, causes of action, demands, rights, damages, costs, expenses, and attorneys' fees that JVA had, now has, or may hereafter have arising out of or in connection with the Lawsuits, including all claims that were or could have been raised based on the facts alleged in the Lawsuits.

8. **Mutual Cooperation.** The Parties shall cooperate in good faith to effectuate the intent and terms of this Agreement, including by executing such other and further documents as may be reasonably requested or required by each other.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements, whether written or verbal, between the Parties, regarding the subject matter contained herein.

10. **No Oral Modification.** No change, modification, or waiver of any provision of this Agreement shall be valid, enforceable, or binding upon any Party unless it is in writing and signed by all Parties to this Agreement. This provision cannot be waived by any subsequent oral agreement, action, conduct, or omission of any Party.

11. **Legal Authority.** Each of the Parties represents and warrants to the other that each has all necessary power and authority to enter into this Agreement and has fully read and understood the entire Agreement before signing it. Further, each of the Parties represents and warrants to the other that it has not assigned to anyone, in whole or in part, any of the rights or claims arising from or relating to this Agreement. Each individual signing on behalf of any of the Parties represents and warrants to the other Parties that the individual has all necessary power and authority to sign this Agreement on behalf of the entity on whose behalf he or she is signing and that the Party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.

12. **Binding Effect.** The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective shareholders, members, successors, assigns, affiliates, employees, agents, subsidiaries, attorneys, representatives, insurers, and re-insurers.

13. **Interpretation.** Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof. The Parties agree that this Agreement was jointly drafted and negotiated by and between them, and the terms and conditions of this Agreement shall not be more strictly construed against either Party as the drafter thereof.

14. **Execution.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original document. A counterpart of this Agreement transmitted by a Party hereto to the other Party by facsimile transmission, or by e-mail, and bearing the signature of such Party shall be deemed an original hereof and may be relied upon by the recipient as duly executed and effective notwithstanding the fact that the recipient did not receive an original copy of the transmitter's signature.

15. **Attorneys' Fees and Costs.** Should any Party employ an attorney to institute any legal action or proceeding to enforce any of the provisions in this Agreement, to protect its interest in any matter arising under this Agreement, or for breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses expended or incurred therein from the Party against whom the action or proceeding are instituted.

16. **Governing Law and Venue.** This Agreement shall be deemed to have been executed and delivered within the State of Florida, and the rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the substantive and procedural laws of the State of Florida. Venue for any action or proceeding to enforce any of the provisions in this Agreement, to protect its interest in any matter arising under this Agreement, or for breach of this Agreement shall lie solely in Miami-Dade County Florida or in the United States District Court for the Southern District of Florida, as the case may be.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DORAL 10, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

JVA ENGINEERING CONTRACTOR, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF DORAL

ZEIDA SARDINAS, CITY MANAGER

	<p>ATTEST:</p> <p>_____</p> <p>CONNIE DIAZ, MMC CITY CLERK</p> <p>APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:</p> <p>_____</p> <p>LORENZO COBIELLA GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC CITY ATTORNEY</p>
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