

SETTLEMENT AGREEMENT

The Plaintiff ADA 24 HOURS PLUS, LLC ("hereinafter Plaintiff or ADA 24") and the Defendant, CITY OF KEY WEST ("hereinafter Defendant or City") agree to settle the lawsuit styled ADA 24 HOURS PLUS, LLC, a Florida Corporation, Plaintiff vs. CITY OF KEY WEST, a Florida Municipality, Defendant, in the Circuit Court of the 16th Judicial Circuit in and for Monroe County, Florida Case No. 14-CA-2005-000451 as follows:

1) The City will issue ADA 24 Hours Plus, LLC four (4) passenger vehicle for hire licenses. All of the vehicles to be licensed shall be wheelchair accessible vehicles as defined in Section 78-65 (a) of the Key West Code of Ordinances. The passenger vehicle for hire licences shall be issued by the City after ADA 24 fully complies with the requirements, terms and conditions of Chapter 78 of the Key West Code of Ordinances and Ordinance 14-05.

2) ADA 24 Hours Plus, LLC shall have 365 days from the date this agreement is executed by the City to come into compliance with the requirements, terms and conditions of Chapter 78 of the Key West Code of Ordinances and Ordinance 14-05.

3) ADA 24 Hours Plus, LLC shall execute a release in favor of the City in the form attached hereto and the executed Release shall be tendered to the City upon the City's execution of this Settlement Agreement.

4) Within ten (10) days following the execution of this Settlement Agreement by all parties, counsel for Plaintiff and Defendant shall execute a Stipulation for Final Order of Dismissal with each party to bear their own costs and attorneys fees, and the dismissal shall be with prejudice.

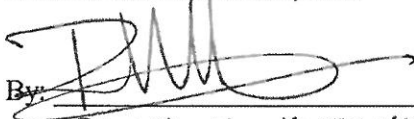
Pursuant to the Stipulation for Final Order of Dismissal the Court will be requested to enter a Final Order of Dismissal which retains jurisdiction to enforce this Settlement Agreement.

5) The City is a Florida municipal corporation, duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder; and the City is further duly authorized to execute and deliver this Settlement Agreement without further approval or authorizations. The City Commission has or will adopt this Agreement by properly approved resolution.

The above is agreed to by the Plaintiff ADA 24 Hours Plus, LLC and the Defendant City of Key West.

Dated this ____ day of _____, 2016 at Key West, Florida.

ADA 24 HOURS PLUS, LLC

By: 
RICHARD M. KLITZNICK
MANAGER

CITY OF KEY WEST:

By: _____