

**BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
FOR THE CITY OF KEY WEST, FLORIDA**

THE CITY OF KEY WEST,
Petitioner,

CASE NO: 08-3373
Special Magistrate
J. Jefferson Overby

vs.

RADIM HAVLICEK, d/b/a
HAVLICEK TREE STUMP GRINDING, and
HAVLICEK STUMP GRINDING, INC.

And

ST. MARY'S STAR OF THE SEA
CATHOLIC CHURCH/ARCHDIOCESE
OF MIAMI

Respondents.

_____ /

SETTLEMENT AGREEMENT

COMES NOW, the Respondent, ST. MARY'S STAR OF THE SEA CATHOLIC CHURCH/ARCHDIOCESE OF MIAMI, and the Petitioner, CITY OF KEY WEST, who enter into this Settlement Agreement as follows:

1. The Respondent is before the Code Compliance Special Magistrate in the above-styled cause regarding alleged violations occurring on or before October 1, 2007, which alleged violations are more particularly described on the Tree Commission's Notice of Decision dated April 23, 2008.
2. Respondent acknowledges that the maximum penalty provided by law which may be imposed upon a finding of a violation is \$5,000.00 per violation.
3. Respondent acknowledges that Administrative Costs in the amount of \$250.00 incurred by the City of Key West for the investigation or prosecution of this alleged violation will be assessed which could result in a lien against Respondent and its properties.
4. The Respondent and the Petitioner enter into the following Settlement Agreement, to be presented to the Code Compliance Special Magistrate for acceptance:

- a) The Respondent agrees to tender a lump-sum donation payable to The City of Key West/Tree Commission in the amount of \$1,250.00 into the special account referred to in Section 110-287 of the Code to be utilized for the purposes enumerated therein. The parties stipulate that the Code Enforcement Special Magistrate shall withhold the formal entry of a finding of violation in the above-styled cause. The Respondent denies liability for any of the alleged violations.

5. Other than the settlement agreement set out directly above in paragraph 6, no one has made any promises or guarantees to the Respondent to induce Respondent to make the lump-sum donation. No one has threatened the Respondent or in any way forced it to enter into this agreement. The Respondent is doing this freely and voluntarily. The parties recognize the uncertainty of litigation and wish to avoid the time and expense of a lengthy hearing.

6. The Respondent understands that it can contest the violations charged against it.

7. The parties understand that the Code Compliance Special Magistrate may accept this Agreement in their absence and they hereby waive the right to be present at a public hearing when this Agreement is accepted.

8. Petitioner herein expressly agrees to release and forever discharge the Respondent from any and all past, present, or future claims, demands, obligations, actions, causes of actions, rights, damages, costs, expenses and compensation of any nature whatsoever, whether in law or equity, or any other theory of recovery, and whether for equitable relief or compensatory or punitive damages, which Petitioner now has or which may hereafter accrue or otherwise be acquired, on account of, concerning, relating to, or in any way growing out of, based on, or which is the subject of, in whole or in part, the matter which is the subject of this Settlement Agreement.

9. Respondent expressly agrees herein to release and forever discharge the City of Key West, its officers, agents and employees, as well as current and former members of the City's boards, agencies, and commissions, including the Tree Commission of the City of Key West, from any and all past, present, or future claims, demands, obligations, actions, causes of actions, rights, damages, costs, expenses and compensation of any nature whatsoever, whether in law or equity, or any other theory of recovery, and whether for equitable relief or compensatory or punitive damages, which Respondent now has or which may hereafter accrue or otherwise be acquired, on account of, concerning, relating to, or in any way growing out of, based on, or which is the subject of, in whole or in part, the matter which is the subject of this Settlement Agreement.

10. The parties herein expressly agree that each party shall bear its own costs and attorney's fees.

11. The parties herein expressly agree that the Code Compliance Special Magistrate shall retain jurisdiction over this matter for the purpose of enforcing the terms of this Settlement Agreement.

12. The parties herein expressly agree and acknowledge that this Settlement is contingent on approval by the Code Compliance Special Magistrate. In the event this Settlement Agreement is not approved by the Code Compliance Special Magistrate for any reason whatsoever, this Settlement Agreement and the provisions contained herein shall be void and of no further force or effect.

St. Mary's Star of the Sea Catholic Church/
Archdiocese of Miami

City of Key West

By: _____

By: _____
Jim Scholl or Designee

Done and Ordered by the Code Compliance Special Magistrate for the City of Key West, Florida
this ____ day of _____, 2011.

J. Jefferson Overby
Code Compliance Special Magistrate

Debbie Millett-Fowley
Code Compliance Clerk