

**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA**

**SUNSET MARINA RESIDENCES OF KEY WEST
CONDOMINIUM ASSOCIATION, INC., a Florida
not-for-profit corporation,**

Plaintiffs,

CASE NO.: 2011-CA-911-K

vs.

**CITY OF KEY WEST; MONROE COUNTY, a
Political Subdivision of the State of Florida; and
FLORIDA KEYS OUTREACH COALITION, INC.,
a Florida not-for-profit corporation,**

Defendants.

SETTLEMENT AGREEMENT

COME NOW Defendants, CITY OF KEY WEST and MONROE COUNTY, a political subdivision of the State of Florida and Plaintiff SUNSET MARINA RESIDENCES OF KEY WEST CONDOMINIUM ASSOCIATION, INC:

WHEREAS, the Parties have engaged in extended litigation regarding the City's development and operation of a homeless safe zone on property owned by the County ("Jail Property") in close proximity to Plaintiff's property.

WHEREAS, the Parties have determined that it is in their respective best interests to resolve the dispute without further litigation and thereby agree as follows:

1. The City shall use due diligence in relocating from the Jail Property to another location. The steps the City shall undertake are described in paragraph 5 below.
2. Plaintiff shall dismiss the present suit, Case No. 2011-CA-911-K, as well as the appeal of an administrative ruling in favor of the City, Case No. 3D13-1842.

3. Plaintiff's dismissal of Case No. 2011-CA-911-K shall be without prejudice. Defendants agree to toll the running of any applicable statute of limitations to permit Plaintiff to refile the instant action if Defendant City is unable to relocate the homeless facility within the timelines described in Paragraph 5 below.

4. Plaintiff shall not oppose relocation of the homeless shelter to the Easter Seals property ("Easter Seals Site"); however Plaintiff shall be allowed to participate in the conditional use process to ensure compliance with all Federal, State and Municipal laws, including but not limited to appropriate buffer zones, security and other such considerations.

5. Defendant City of Key West has been evaluating the relocation of homeless services to another location on College Road commonly known as the former Easter Seals Site. The ability to relocate is contingent upon a number of factors such as financing and community, government and social service participation. However, the City can work through its planning process to establish authorization for use of the Easter Seals property while these factors are determined. Accordingly, the City agrees to use its best efforts and due diligence to:

a. Submit an application for development plan approval to the Planning Department within 180 days of the final approval for implementation of the revised PS zoning designation now being challenged by Plaintiff in case number Case No. 3D13-1842;

b. Secure issuance of a Planning Board resolution concerning Defendant City's development plan within 180 days following submission of the application for development plan approval;

- c. Secure issuance of a City Commission resolution concerning Defendant City's development plan within 60 days following Planning Board action on the development plan;
- d. Submit an application for building permits for construction of the improvements authorized under the development plan within 120 days after the effective date of development plan approval. ("Effective date of development plan approval" is the date of any appeal or DEO challenge to development plan approval is finally determined, and if no such appeal or challenge is filed, 60 days following the rendition of the Commission resolution granting development plan approval;
- e. Issuance of a building permit for construction of the improvements within 90 days after the building permit application is deemed complete by the chief building official; and
- f. Issuance of a certificate of occupancy with 270 days following issuance of the building permit.

6. Plaintiff shall cause this action to be dismissed upon relocation of the Homeless Shelter in compliance with Paragraph 5's timeframes.

7. If City shall not comply with any timeframe set forth above, Plaintiff may refile the litigation. Plaintiff's failure to refile the litigation, based on the City's failure to comply with any timeframe stated in Paragraph 5 does not constitute a waiver of Plaintiff's right to refile the litigation should the City fail to meet a subsequent timeframe as detailed in Paragraph 5.

8. By entering into this Settlement Agreement, both parties agree that this Settlement Agreement shall not constitute an admission, waiver of any right, claim or defense in the underlying matter should the homeless shelter located on the Jail Property not be relocated.