

**GENERAL RELEASE AND AGREEMENT  
TO SATISFY LIENS**

KNOW ALL MEN BY THESE PRESENTS:

That I, RAYMOND BERTHIAUME, hereinafter referred to as "first party", for and in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS, (\$100,000) or other valuable considerations, received from or on behalf of the DAVID T. SMITH and the CITY OF KEY WEST, together with their officials, employees and agents, both past and present, hereinafter referred to as "second party", the receipt is hereby acknowledged.

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals and the officials, agents and employees, successors and assigns of corporations, partnerships or trusts, both past and present wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the said second party, of and from all and all manner of action and actions, cause or causes of action, suits, debts, dues, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents including but not limited to any and all claims for medical expenses, lost wages, damages, costs and attorneys fees arising from or related to an incident which occurred on or about October 27, 2013 at or near Du Pont Lane, Key West, Florida, together with any and all claims which were or could have been brought in the lawsuit styled *Raymond Berthiaume, Plaintiff vs. David T. Smith, individually, and*

*the City of Key West, a Florida Municipal Corporation, Defendants, in the United States District Court for the Southern District of Florida, Case No. 15-cv-10001-King/Torres.* I represent that all medical bills, hospital bills, disability and wage losses, including any liens or subrogation claims for payment of same by any third party which arose out of the incident in litigation described above have been paid in full or will be satisfied with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second party for any claims, demands, or liens that may be asserted against the second party for the above mentioned expenses or losses of the first party. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and that payment is not to be construed as an admission of liability on the part of the second party, by whom liability is expressly denied.

The validity of this General Release and Agreement to Satisfy Liens is contingent upon approval of the settlement described above by the Key West City Commission. The parties agree that the court shall retain jurisdiction to enforce the settlement agreement upon approval of the same by the Key West City Commission.

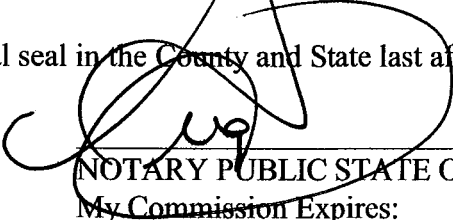
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20 day of October, 2018.

  
RAYMOND BERTHIAUME

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RAYMOND BERTHIAUME, to me known to be the person described in the foregoing instrument or who has produced \_\_\_\_\_ as identification and who did take an oath and he/she acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of October, 2018.



NOTARY PUBLIC STATE OF FLORIDA  
My Commission Expires:

This Instrument Prepared by:  
MICHAEL T. BURKE, ESQUIRE  
Johnson, Anselmo, Murdoch,  
Burke, Piper & Hochman, P.A.  
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HUGH L. KOERNER  
MY COMMISSION # FF 164174  
EXPIRES: January 27, 2019  
Bonded Thru Budget Notary Services