## RELEASE AND AGREEMENT TO SATISFY LIENS

## KNOW ALL MEN BY THESE PRESENTS:

That We, LEEANNE HARRIS, and GEOFFREY HARRIS, hereinafter referred to as "first party", for and in consideration of the sum of THREE HUNDRED THOUSAND DOLLARS, (\$300,000) or other valuable considerations, received from or on behalf of the CITY OF KEY WEST, together with its officials, employees and agents, both past and present, hereinafter referred to as "second party", the receipt of which 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 accident which occurred on or about May 7, 2016, at or near the 200 block of Ann Street, Key West, Monroe County, Florida, together with any and all claims which were or could have been brought in the lawsuit styled *LEEANNE HARRIS*, *individually*, and *GEOFFREY HARRIS*, her husband, Plaintiffs, vs. CITY OF KEY WEST, a municipal corporation,

Defendant, Case No.17-CA-000692-K, in the 16th Judicial Circuit in and for Monroe County, Florida.

We represent that all medical bills, hospital bills, disability and wage losses, including any liens or reimbursement 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. WE SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second party for any claims, demands, subrogation claims 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 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 Release and Agreement to Satisfy Liens is contingent upon the 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, we have hereunto set my hand and seal this \( \) day of \( \) 2019.

LEEANNE HARRIS

GEOFFREY HARRIS

WA QE
STATE OF FLORIDA )  SS:
COUNTY OF Chesophy )
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 LEEANNE
TRARRIS, 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.
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WITNESS my hand and official seal in the County and State last aforesaid this \( \frac{1}{3} \) day
of $\boxed{YY}$ , 2019.
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PAMELA S. EVANS NOTARY PUBLIC STATE OF FLORIDA NOTARY PUBLIC S
COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES FEB. 28, 2023 COMMISSION # 7079843  IVITY COMMISSION EXPIRES:  2/28/2523
STATE OF FLORIDA )
COUNTY OF Chelogadel ) SS:
COUNTY OF Cherages )
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HARRIS, 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 scal in the County and State last aforesaid this day
of My, 2019.
NOTARY PUBLIC STATE OF FLORIDA (V)
My Commission Expires: 72812023
PAMELA S. EVANS NOTARY PUBLIC
This Instrument Prepared by:  COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES FEB. 28, 2023
MICHAEL T. BURKE, ESQUIRE COMMISSION # 7079843  Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
2455 E. Sunrise Blvd., 10th Floor Fort Lauderdale, FL 33304
(954) 463-0100