

SUMMARY EXPLANATION AND BACKGROUND

RE: SBBC vs. Riverlands, LLC, Broward County Circuit Court Case No. 16-017813 (08)

This Settlement Agreement is the result of efforts to resolve differences and disputes between Defendant, RIVERLANDS, LLC ("**Riverlands**") and The School Board of Broward County, Florida ("**SBBC**") arising from the encroachment upon the Southeast corner of New River Middle School's property (the "**East Encroachment**"). The East Encroachment includes both upland (above water) and submerged land along the South edge of SBBC property where the school abuts the New River.

After learning of the East Encroachment, the District had a property appraisal performed and ultimately received a recommendation from the Negotiation Parameters Committee to pursue a lease agreement with the owner of the East Encroachment. The District engaged transactional Cadre Counsel Joseph Balocco, Sr. to provide guidance and to communicate the District's offer to lease to the owners of the East Encroachment.

After offers to negotiate a lease were rejected by the owner, the Office of the General Counsel engaged litigation Cadre Counsel, the Soto Law Group ("Soto"), to provide a legal opinion and options for consideration by District administration for both the East Encroachment and a similar encroachment upon the Southwest corner of New River Middle School's property.

Mr. Soto was directed by District administration to issue both encroaching property owners letters demanding that they cease use of the encroached property, remove the docks and return the seawalls to their prior state, or alternatively, that SBBC would be willing to consider the sale of the encroached properties. The letter, which provided the recipients 30 days to accept the offer of sale, was rejected by the encroaching owners.

Unable to resolve its differences and disputes, SBBC approved the initiation of litigation against Riverlands in Broward County Circuit Court Case Number 16-017813 (08), seeking removal of the encroachment. Riverlands answered the Complaint and asserted various defenses to the Lawsuit.

Through settlement negotiations, Riverlands has agreed to pay SBBC \$41,000 to purchase the upland (above water) portion of the encroachment. SBBC is not conveying any of its interest in the submerged lands that the dock(s) are situated on and above. Riverlands and its successors shall be entitled to use and maintain the existing dock(s) and pilings located on the property and SBBC's submerged land and Riverlands agrees that it will not increase the size and/or footprint of the docks and pilings as same exist as of the date of this agreement. The restrictive covenants pertaining to the continuing ability to use the dock and pilings is set forth within the Quit Claim Deed.

Further, Riverlands shall indemnify and hold harmless SBBC, its members, officers, employees and agents from and against any and all liability, claims, causes of action, lawsuits, losses, damage, cost expense and fees that arise from and/or relate to Riverlands use or operation of the subject dock, vessels and/or use of the subject real property, including without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property. This indemnification obligation specifically includes, but is not limited to damages caused by dumping, discharge or release of any hazardous waste, chemicals gases, or liquids or the like, by Riverlands, its invitees and/or lessee's, or other vessels docked at Riverlands seawall and/or dock.

SBBC's Cadre Counsel, Oscar Soto and Felena Talbott, with the concurrence of District Staff and the General Counsel's Office, recommend approval of the Settlement Agreement as a fair, reasonable and cost-effective resolution of the dispute between the parties.