



**PERSSON & COHEN, P.A.**  
ATTORNEYS AND COUNSELORS AT LAW

David P. Persson  
Andrew H. Cohen  
Kelly M. Fernandez\*  
Maggie D. Mooney-Portale\*  
R. David Jackson  
Regina A. Kardash

\* Board Certified City, County and Local Government Law

Telephone (941) 306-4730  
Facsimile (941) 306-4832  
Email: mmooney@swflgovlaw.com

Reply to: Lakewood Ranch

**MEMORANDUM**

TO: Mayor Gans and Town Commission

FROM: Maggie Mooney-Portale, Esq., Town Attorney

DATE: January 17, 2017

RE: Settlement Agreement with Airmann LLC Regarding Code Enforcement Liens at 549 Hornblower Lane

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At the January 9, 2017, Regular Town Commission Meeting, the Town Commission considered a settlement offer advanced by Attorney Morgan Bentley on behalf of property owner Airmann LLC (hereinafter "Property Owner") with respect to certain code enforcement liens recorded against the single family residential property located at 549 Hornblower Lane (hereinafter "the Property"). The Town's Code Enforcement Board previously assessed fines and costs against the Property arising out of Code Enforcement Cases CE.10973, 10975, and 11340 in an amount totaling \$49,106.52. At the Regular Meeting, the Town Commission agreed to compromise and release the liens in consideration for payment by the Property Owner of an amount totaling \$37,500.00. A Settlement Agreement reflecting the terms of the settlement with the Property Owner relating to this compromise is being forwarded to the Town Commission for consideration.

The Settlement Agreement provides for the following: the Property Owner will pay the Town \$37,500.00 ("settlement sum") within 10 days of execution of the Settlement

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**Lakewood Ranch**  
6853 Energy Court  
Lakewood Ranch, Florida 34240

**St. Petersburg**  
111 Second Avenue NE, Suite 536  
St. Petersburg, Florida 33701

**Venice**  
217 Nassau Street S.  
Venice, Florida 34285

Agreement; the settlement sum shall serve as full and complete satisfaction of all fines, penalties, liens and costs associated with the three (3) codes enforcement cases; within 10 days of receipt of payment the Town will prepare and record a Satisfaction and Release of the liens associated with the three (3) code enforcement cases; the parties mutually release each other from any further liability or claims once the settlement terms are complete; each side bears its own attorneys fees and costs relative to the proceedings; and the Town Manager or his designee is authorized by the Town Commission to execute any necessary documents to further the terms of the Settlement Agreement.

The Settlement Agreement has been executed and returned by James R. Mann as the Manager for Airmann LLC. The Settlement Agreement is being transmitted to the Town Commission for consideration at the January 23, 2017 Special Meeting. Should you have any questions regarding this matter, please do not hesitate to contact me.

## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is created and executed this \_\_\_\_\_ day of January, 2017 between AIRMANN LLC ("Airmann"); JAMES R. MANN ("Mann"); and the TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida ("Town").

When referenced collectively, Airmann, Mann, and Town are referred to as the "Parties".

### RECITALS:

WHEREAS, Airmann is the owner of certain real property located at 549 Hornblower Lane, Longboat Key, Florida (the "Property").

WHEREAS, the Town through its Code Enforcement Department brought three (3) separate Code Violation actions against Airmann relating to violations of the Town's Code of Ordinances on the Property in the matters referred to as Code Enforcement Case Nos. CE.10973, CE.10975 and CE.11340 (collectively referred to as the "Actions"). The Town's Code Enforcement Board rendered certain administrative orders in said Actions against the Property which imposed fines that were subsequently recorded with the Sarasota County Clerk of Court to become liens against the Property.

WHEREAS, the Parties recognize that it is in the Parties' best interest to settle all claims and disputes between them relating to the Actions, including but not limited to those claims made by all Parties in the Actions, and all claims which could have been made relative to the Actions, whether known or unknown.

WHEREAS, the Parties have concluded that this Agreement represents a fair and reasonable resolution of their disputes related to and arising from the Actions.

NOW, THEREFORE, in consideration of the promises and agreements set forth below and the other consideration cited herein, the Parties agree to settle all claims as follows:

1. RECITALS. The recitals contained in this Agreement are true and correct and are incorporated into the Agreement in their entirety.
2. TERMS OF SETTLEMENT.
  - a. **Fines/Penalties/Liens/Costs**. Within ten (10) days of the date this Agreement is executed, Airmann will deliver to the Town Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00). Said amount shall serve as full and complete satisfaction of all fines, penalties, liens and costs associated with the Actions.
  - b. **Satisfaction and Release of Liens**. Within ten (10) days of receipt of funds from Airmann, the Town agrees to prepare a Satisfaction and Release for each of the Actions and record same in the Official Records of Sarasota County, Florida.

3. MUTUAL RELEASE. Upon the completion of: (1) payment of the above referenced fines/penalties/liens/costs and (2) the recording of the Satisfaction and Release of Liens, all Parties hereby fully and irrevocably mutually release, acquit and forever discharge, and agree to hold harmless, each other from any and all liability, claims, actions, causes of action, which any of the Parties may have against any of the other Parties that may have accrued prior to the date of this Release, concerning the Actions referenced in this Agreement.

4. APPLICABLE LAW. This Agreement shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of Florida.

5. VENUE. The exclusive venue for the resolution of any dispute related to this Agreement shall be in Sarasota County, Florida

6. ENTIRE AGREEMENT. This Agreement constitutes the only existing and binding agreement of settlement among the Parties.

7. ATTORNEY'S FEES AND COSTS. Each Party shall bear their own attorney's fees relating to the Actions.

8. ACKNOWLEDGEMENT OF TERMS. The Parties have read and understand the terms of this Agreement, have consulted with their respective counsel, and understand and acknowledge the significance and consequence of each such term.

9. EXECUTION OF DOCUMENTS. This Agreement may be executed in counterparts, and all signatures need not appear on the same copy.

10. TIME OF ESSENCE. Time is of the essence with respect to the exercise and performance of all the Parties' respective rights, duties, obligations and covenants under this Agreement.

11. AUTHORITY. The Parties recognize that the Town is a municipal corporation governed by an elected Town Commission that is required by to take official actions at a publicly noticed meeting. Accordingly, the Town Commission hereby authorizes and designates the Town Manager or his designee to execute on the Town's behalf all necessary documents to effectuate the terms of this Agreement. Approval of this Agreement by the Town Commission at a publicly noticed meeting shall be deemed to represent the Town Commission's delegation of such authorization.

[THIS SPACE INTENTIONALLY LEFT BLANK]

The Parties have caused this Settlement Agreement to be executed in their names as of the date written above.

**AIRMANN, LLC**  


By: \_\_\_\_\_

Print Name: James R. Mann

As its: Manager

Date: 1-16-17

**TOWN OF LONGBOAT KEY**

By: \_\_\_\_\_

Print Name: Terry Gans

As its: Mayor

ATTESTED:

By: \_\_\_\_\_

Trish Granger, Town Clerk

APPROVED AS TO FORM AND  
LEGAL CORRECTNESS:

By: \_\_\_\_\_

Maggie Mooney-Portale, Town Attorney



**End of Agenda Item**