

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this <sup>1<sup>st</sup></sup> day of ~~May~~ <sup>June</sup> 2023 ("Effective Date"), by and between Marine Terrace Association, Inc. ("Association") and Entourage Florida Development LLC ("Developer"). Association and Developer are each a "Party" and collectively the "Parties."

WHEREAS, Developer is the owner of real property located at 419 N Riverside Drive, Pompano Beach, FL and Developer intends to improve its Property with approximately forty-two (42) multifamily residential units in a one-hundred and five foot (105 ft) structure (the "Project"), pursuant to the development approvals from the City of Pompano Beach Planning & Zoning Board File #LN-419 to be heard at its meeting on 4/19/2023 (the "Project Approval").

WHEREAS, Association is the owner of the abutting real property located at 401 N Riverside Drive ("Association Property"), to the south of the Property located at 419 N Riverside Drive ("Developer Property").

WHEREAS, the Association has certain concerns about potential impacts to the Association's Property related to the Project and has authorized the Association Board to engage in discussions with Developer in the hopes of coming to a meeting of the minds and finalizing a Settlement Agreement.

WHEREAS, the Developer has agreed to provide certain assurances and commitments to the Association as more particularly described in this Agreement.

NOW, THEREFORE, without any admission, assumption, or finding of liability by or against any of the Parties, and in consideration of the mutual promises and undertakings set forth in this Agreement, and to avoid the costs of potential litigation and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS

1. Recitals. The foregoing WHEREAS clauses are true and correct and are hereby adopted and incorporated into this Agreement.
2. Pre-Construction Report. Marine Terrace and Entourage Florida Development will engage a mutually agreed-upon Structural and/or Geotechnical Engineering Firm to do a pre-construction report on Marine Terrace & other buildings within 100 feet of Entourage in the Sun at Entourage Florida Development's ("the Project") cost but with its duties to Marine Terrace and Entourage Florida Development, which will include visual inspection and photographing of the exterior of all existing building structures, sidewalks, pavement, interior of common areas, and water run-off located on adjacent properties in order to document their existing condition prior to commencement of construction and demolition activities.
3. Post-Construction Report. Marine Terrace and Entourage Florida Development will engage a mutually agreed-upon structural/geotechnical engineering company for post-construction survey, as recommended by licensed and ensured engineering company and paid for by Entourage Florida Development.
4. Maintenance of Traffic & Construction Staging Plans. Developer will prepare site

logistical plans, maintenance of traffic plans (vehicular as well as pedestrian), and construction staging plans which shall include locations for parking of construction related vehicles and storage of construction materials, and submit to all jurisdictional agencies for review and approval prior to mobilizing on site. All plans shall comply with all applicable jurisdictional requirements and be shared with adjacent neighboring properties in a timely manner allowing for review and comment (at least 15 days in advance).

5. Contact Number. Provide a 24-hour contact number to all surrounding property owners within 100 feet of the Project and post emergency contact numbers at the entrance to the construction site. Construction liaison name & phone number shall be provided or response from the 24-hour contact number shall be required within 24 hours of call.
6. Air Space. Entourage Florida Development agrees to use its best efforts to avoid cranes to swing over the Association property; should that be required, parties agree to discuss and use best efforts to mitigate quality of life concerns.
7. Fencing. Install and maintain temporary fencing with a windscreen, and/or other barriers, at the perimeter of the construction site of the Project.
8. Drainage. Install, maintain, and satisfy all storm water and runoff compliance requirements during construction, and drain only into approved drainage facilities.
9. Notice of street closures. Provide timely notice (recommended five business days in advance) of street closures and sidewalk closures, if any, to surrounding property Owners within 100 feet of the Project, and work with them to minimize inconveniences.
10. Temporary protective measures. At any time during construction, if it becomes necessary to perform work adjacent to a direct neighbor that may impact its building, we will request and obtain permission from the neighbor to install temporary protective measures for the existing structure, as appropriate, prior to commencing with the work. All temporary protective measures will be removed after the potential damage from construction activities is passed.
11. Damages: Any damage to existing structures and vehicles as a result of construction activities shall be cured by developer at developer's expense within a commercially reasonable period of time. Entourage Florida Development agrees to cure any damage as a result of water run-off or construction activity.
12. Dust mitigation. Water the debris during the demolition stage as required to avoid dust generation that would migrate onto adjacent property or public roadways.
13. Construction equipment. Construction equipment, including dewatering equipment, used on the site shall be selected with the help of the hired specialist consultant in conjunction with Marine Terrace so as to minimize noise to adjacent properties, however, Contractor cannot avoid the requirement to have audible safety alarms and other noise relating to construction equipment, such as backup horns and other equipment noises.
14. Monthly community meetings. Conduct monthly construction update meetings with Marine Terrace to keep the community informed.
15. Additional Insured. Maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage and personal injury for the duration of the construction and use commercial reasonable effort to expressly arrange that Marine Terrace is shown as an additional insured and

certificate holder to all its policies before commencement of any work. The Comprehensive General Commercial liability insurance shall have an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and in aggregate Two Million and 00/100 Dollars (\$2,000,000.00).

16. Vehicle cleanings. Once a week during demolition and excavation, Entourage in the Sun agrees to clean Marine Terrace unit owners' cars at Entourage in the Sun expense. During construction as parties agree is necessary, Entourage in the Sun agrees to clean Marine Terrace unit owners' cars at Entourage in the Sun's expense.
17. Dust & debris. Entourage in the Sun agrees to use commercially reasonable efforts to ensure that no construction debris or other trash resulting from construction activities is deposited on Association's property; in the event there is trash or debris, Entourage in the Sun agrees to remove trash or debris within two (2) days of being alerted by the Association of its presence. Entourage in the Sun further agrees to periodically inspect and clean as necessary storm drains on street and Marine Terrace property and cleaning of windows on North wall of Marine Terrace during active construction as-needed.
18. Landscape buffering. Filed conditions will be reviewed to ensure compatibility with Marine Terrace landscaping in the area located at the 10 feet setback between retaining wall and property line adjacent to Marine Terrace.
19. Written Construction Schedule. Entourage Florida Development will provide a written Construction Schedule including the schedule for all concrete pours prior to or contemporaneous with submittal to the City.
20. Construction Hours. All construction hours shall conform with the City's Code & Development Order conditions limiting construction hours from Monday – Friday 8am – 5pm; construction shall be limited Saturdays to 9am – 5pm, and prohibited from 5pm Saturday to 8am on Monday of each week per the City Code & this Agreement. Unless notice is provided in instances where construction work hours must be extended for specific construction purposes such as concrete pours and other special conditions.
21. Location of dumpsters and porta-potties. Location of dumpsters and porta-potties onsite during construction shall be coordinated with Marine Terrace.
22. Lighting. Entourage Florida Development shall take all efforts to reduce deleterious impacts from lighting during the construction process and shall address concerns if/when they arise.
23. Consent to Project. Marine Terrace agrees that these assurances and commitments by Entourage Florida Development mitigates and satisfies its concerns and supports the project as proposed.
24. Termination; Expiration. In the event that the Project is either terminated, expires, or is not developed, the terms and agreements herein shall be null and void and neither Party shall have any continuing rights or obligations hereunder.
25. Notice and Opportunity to Cure. No Party shall be deemed to be in default under this Agreement unless any act or omission in violation of this Agreement shall continue for more than thirty (30) days after written notice to the defaulting Party.
26. No Admission of Liability. It is understood and agreed by the Parties that no Party is making or shall be construed to have made an admission of liability as to any claim or demand made by any Party.
27. Governing Law and Jurisdiction. Should any dispute arise out of this Agreement,

the Parties agree that they will first attempt to resolve such disputes through a mutually agreed upon mediator. Should mediation efforts fail, any claim or dispute arising out of, relating to, or in any way connected with this Agreement must be adjudicated by litigation before a court of competent jurisdiction and the sole and exclusive venue of all such litigation is Broward County, Florida and the Parties waive all objections to such venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principles. ASSOCIATION AND DEVELOPER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT, CLAIM, OR DISPUTE ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

28. Attorney's Fees. Each Party shall be responsible for their own attorneys' fees incurred in connection with this Agreement. However, in the event of litigation between the Parties in connection with or pursuant to this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs at trial and at all levels of appeal.
29. Severability. In the event any provision of this Agreement is found to be unenforceable, that finding shall not affect the enforceability of any other provision hereof.
30. Consultation with Counsel. Each Party acknowledges that it has executed this Agreement after having the opportunity to consult with the counsel of its choice and that it executes this Agreement with full knowledge of its language and purpose.
31. Notification. Notice to be given under this Agreement shall be sent by email, hand delivery, first class mail return receipt requested or overnight courier, to the other Parties at the addresses specified below or to such other addresses as the Party may specify in writing from time-to-time:

To Association:

Marine Terrace Association, Inc.  
Diana Gardner, Board Member  
401 N Riverside Drive

Pompano Beach, FL 33062

To Developer:

Entourage Florida Development LLC  
Jean Campeau, Manager  
2525 Ponce De Leon Blvd, 4th Floor  
Coral Gables, FL 33134

**Developer:**

**Entourage Florida Development LLC**

By: JK

Print Name: Josephine Campeau

Title: President

Date: 06/01/2023

SO3058TE/S/T

**Association:**

**Marine Terrace Association, Inc..**

By: Diana R Gardner

Print Name: Diana R. Gardner

Title: Board President

Date: 6/2/2023