

IN THE CIRCUIT COURT OF THE
20TH JUDICIAL CIRCUIT IN AND FOR
COLLIER COUNTY, FLORIDA

CITY OF NAPLES, FLORIDA, a Municipal
Florida Corporation,

CASE NO.: 2018-CA-001255

Plaintiff,

v.

OUTLOT F PARKSHORE, LLC, a Florida
Limited Liability Company; VILLAGE ON
THE BAY, LLC, a Florida Limited Liability
Company; VENETIAN BAY YACHT CLUB
CONDOMINIUM ASSOCIATION, INC., a
Florida Corporation; and VENETIAN BAY
NORTH YACHT CLUB CONDOMINIUM
ASSOCIATION, INC., a Florida Corporation,

Defendants.

**JOINT STIPULATION BY ALL PARTIES FOR
ENTRY OF FINAL JUDGMENT BASED ON ARBITRATOR'S RULING
AND SETTLEMENT AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED, by and among all parties to this action, through their respective undersigned counsel, that the parties will request that the Honorable Court in this action enter a Final Judgment based on relevant findings in the Arbitrator's ruling in the form attached hereto as Exhibit "1". This document shall also serve as a Settlement Agreement by and among the parties hereto which shall become effective upon the entry by the Court of the attached Final Judgment. The parties further state as follows:

1. In consideration for their faithful performance of the terms of this Settlement Agreement, the parties, for themselves, their heirs, successors, and assigns, do hereby relinquish, waive, release, acquit and forever discharge each other of and from any and all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts,

damages, or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, which they have now or may have in the future against one another, based on any actions or events which occurred prior to the date of this Settlement Agreement relating to the matters and disputes litigated in the above styled case. Exempted from this release is any claim by or on behalf of Defendant Venetian Bay North Yacht Club in the event of a catastrophic failure of the existing bulging seawall at the property adjacent to the Venetian Bay North as illustrated on the attached Exhibit "2".

2. This Settlement Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives.

3. Each party shall bear its own costs and attorneys' fees.

4. This Settlement Agreement is entered into by each of the parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Settlement Agreement constitutes the entire agreement by and among the parties concerning the aforesaid settlement and release of claims.

5. If any portions of this Settlement Agreement are held invalid and unenforceable, all remaining portions shall nevertheless remain valid and enforceable, to the extent they can be given effect without the invalid portions.

6. Each of the parties has participated in the drafting and negotiation of this Settlement Agreement. Accordingly, for all purposes, this Settlement Agreement shall be deemed to have been drafted jointly by the parties.

7. This Settlement Agreement may be executed in any number of copies, each of which shall be deemed to be a counterpart original.

8. Each person signing this Settlement Agreement hereby represents and warrants that he or she has the authority to bind the entity or persons on behalf of which he or she has signed.

9. Upon the entry of the Final Judgment in the form as set forth in Exhibit "1", Plaintiff, City of Naples will dismiss this case with prejudice.

Dated as of: May 19, 2021

OUTLOT F PARKSHORE, LLC

CITY OF NAPLES, FLORIDA

By: _____

Lee Stapleton

Florida Bar No. 356778

Johanna B. Talcott

Florida Bar No. 1008094

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2 MiamiCentral

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Telephone: 305-530-0050

Facsimile: 305-530-0055

Attorneys for Defendant Outlot F Parkshore, LLC

By: _____

Teresa Heitmann, Mayor

VILLAGE ON THE BAY, LLC

VENETIAN BAY YACHT CLUB
CONDOMINIUM ASSOCIATION, INC. and
VENETIAN BAY NORTH YACHT CLUB
CONDOMINIUM ASSOCIATION INC.

By: _____

Jan Darlow Buyers

Florida Bar No. 708569

jan.buyers@zurichna.com

LAW OFFICE OF MARK C. BURTON

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Ins. Group

Presidential Circle, Suite 430-N

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Hollywood, FL 33021

Telephone: (954) 989-8775

Attorneys for Defendant, Village on the Bay

By: _____

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alfredgal@sandylawfirm.com

5405 Park Central Court

Naples, FL 34109

Telephone: (239) 596-9522

*Attorneys for Defendants Venetian Bay Yacht
Club Condominium Association, Inc. and
Venetian Bay North Yacht Club Condominium
Association, Inc.*

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Hollywood Boulevard

Club Condominium Association, Inc. and

Hollywood, FL 33021

Venetian Bay North Yacht Club Condominium

Telephone: (954) 989-8775

Association, Inc.

Attorneys for Defendant, Village on the Bay

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VILLAGE ON THE BAY, LLC

By: JD Buyers

Jan Darlow Buyers

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alfredgal@sandglawfirm.com

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Naples, FL 34109

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Attorneys for Defendants Venetian Bay Yacht Club Condominium Association, Inc. and Venetian Bay North Yacht Club Condominium Association, Inc.

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VILLAGE ON THE BAY, LLC

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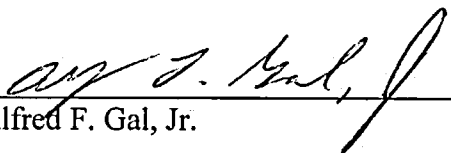
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed on this 21

day of May, 2021 on,

By E-Serve

James D. Fox, Esq. jfox@ralaw.com
Sara F. Hall, Esq. Sfhall@ralaw.com:
Andrew Reiss, Esq. Areiss@bsk.com
Jan Darlow Buyers, Esq. Jan.buyers@zurichna.com
Lee Stapleton, Esq. Lstapleton@carltonfields.com
and all counsel of record on the ECF system.



Alfred F. Gal, Jr.

EXHIBIT 1

IN THE CIRCUIT COURT OF THE
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COLLIER COUNTY, FLORIDA

CITY OF NAPLES, FLORIDA, a Municipal
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NORTH YACHT CLUB CONDOMINIUM
ASSOCIATION, INC., a Florida Corporation,

Defendants.

**AGREED FINAL JUDGMENT UPON
JOINT STIPULATION BY ALL PARTIES**

THIS CAUSE having come before the Court on the May 19, 2021 Joint Stipulation by all Parties for Entry of Final Judgment Based on Arbitrator's Ruling and Settlement Agreement, and the Court having reviewed the Stipulation and being otherwise duly advised in the premises, it is hereby:

ORDERED AND ADJUDGED as follows:

1. The Court affirmatively finds that the Plaintiff, City of Naples, owns the seawalls ("Seawalls") described herein and in the attached Exhibit "A" and bears the obligation to maintain them.

2. The Court also finds that all interested parties regarding the Seawalls are properly before this Court and the Court has jurisdiction over all such parties and the subject matter of this Final Judgment.

3. The Court further finds that the entire Seawall structure is a fixture and an appurtenance to the Gulf Shore Boulevard North right-of-way, which was dedicated in the recorded plats to Collier County (and later annexed into the City of Naples). The Seawalls comprise the entire structure—seawall cap, vertical panels, tiebacks, and deadmen—a substantial portion of which extends approximately 18 feet beneath the Plaintiff /City of Naples-owned right-of-way of Gulf Shore Boulevard North. The Seawalls do not provide support to the docks located on privately owned properties adjacent to the right-of-way.

4. The Court finds that the Seawalls are a structure which includes the cap, which is about 2 feet in width, the panels, the tiebacks, filter fabric, the deadmen, the drainage pipes and the outfalls, as depicted on Exhibit "A", Schedule 1 (collectively the "Seawalls"), which are generally located in the platted right-of-way for Gulf Shore Boulevard North and abut the following properties which shall be referred to herein as the "Seawall Area": Outlots A through F, including Parcel C as located in the highlighted areas of the Plat of Park Shore Unit 2 (recorded in Plat Book 8, pages 54 and 55, of the Public Records of Collier County, Florida) and the Plat of Park Shore Unit 5 (recorded in Plat Book 12, Pages 39 and 40, of the Public Records of Collier County, Florida) depicted on Exhibit "A", Schedule 2. The Seawalls also include repaired/replaced/rebuilt seawalls in the Seawall Area. The term Seawalls also includes the perpetual easement and right to utilize for repair, replacement and maintenance purposes and enter into the vicinity of the Seawall Area to repair/replace/rebuild the Seawalls with structures of a design and configuration as deemed appropriate by the City of Naples to protect the adjacent right

of way and adjacent private properties. For any work performed by the City which requires removal or alteration of an existing dock in order to perform such work, the City will bear the cost of returning the dock to the same or better condition. Any costs incurred to repair/replace/rebuild the Seawalls shall be paid by the City and the City shall not seek payment from the Defendants for any costs related to the Seawalls, outside of the typical imposition of ad valorem taxes imposed on all landowners within the City's jurisdiction.

5. The Court further finds that the Plaintiff, City of Naples has maintained and repaired the Gulf Shore Boulevard North right-of-way, including the street, sidewalks, and part of the Seawall, for over seven years. The Seawall is appurtenant to and supports the City's right-of-way and cannot be separated from it. Therefore, pursuant to Fla. Stat. § 95.361(2), the dedication of Gulf Shore Boulevard North also vests title to the Seawalls to the Plaintiff, City of Naples.

6. The Court confirms that the Seawalls have been publicly dedicated as part of Gulf Shore Boulevard North. Therefore, the Defendants and their successors and assigns retain the right of ingress and egress over the Seawalls to their respective properties.

DONE AND ORDERED, in Naples, Collier County, Florida on this ____ day of _____, 2021.

Lauren L. Brodie
CIRCUIT COURT JUDGE

cc: All Counsel of Record

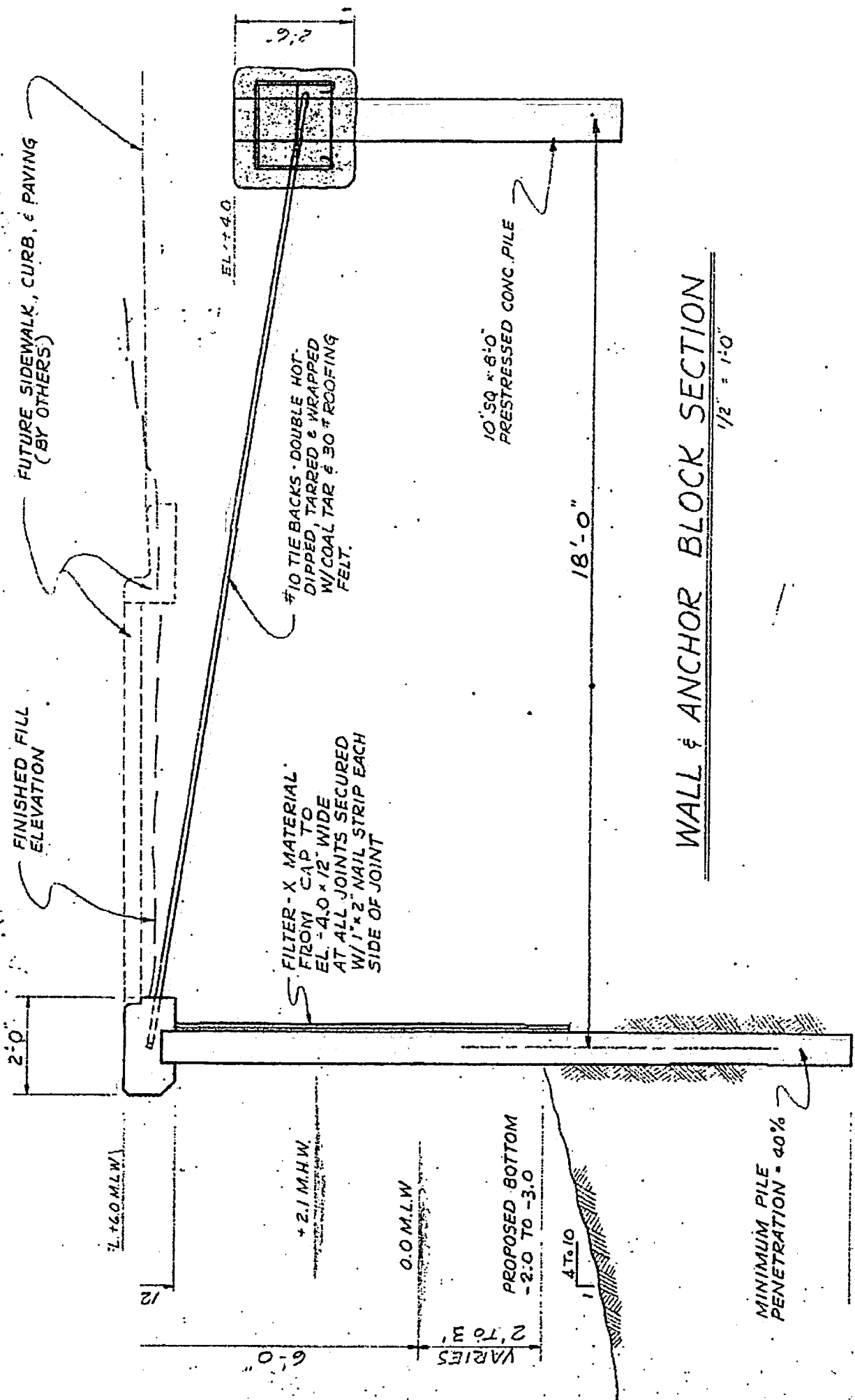
Exhibit A

The Seawalls are a structure which includes the cap, which is about 2 feet in width, the panels, the tiebacks, filter fabric, the deadmen, the drainage pipes and the outfalls, as depicted on Schedule 1 (collectively the "Seawalls"), which are generally located in the platted right-of-way for Gulf Shore Boulevard North and abut the following properties which shall be referred to herein as the "Seawall Area": Outlots A through F, including Parcel C as located in the highlighted areas of the Plat of Park Shore Unit 2 (recorded in Plat Book 8, pages 54 and 55, of the Public Records of Collier County, Florida) and the Plat of Park Shore Unit 5 (recorded in Plat Book 12, Pages 39 and 40, of the Public Records of Collier County, Florida) depicted on Schedule 2. The Seawalls also include repaired/replaced/rebuilt seawalls in the Seawall Area. The term Seawalls also includes the perpetual easement and right to utilize for repair, replacement and maintenance purposes and enter into the vicinity of the Seawall Area to repair/replace/rebuild the Seawalls with structures of a design and configuration as deemed appropriate by the City of Naples to protect the adjacent right of way and adjacent private properties. For any work performed by the City which requires removal or alteration of an existing dock in order to perform such work, the City will bear the cost of returning the dock to the same or better condition. Any costs incurred to repair/replace/rebuild the Seawalls shall be paid by the City and the City shall not seek payment from the Defendants for any costs related to the Seawalls, outside of the typical imposition of ad valorem taxes imposed on all landowners within the City's jurisdiction.

SCHEDULE 1

FINISHED FILL ELEVATION

FUTURE SIDEWALK, CURB, & PAVING (BY OTHERS)



WALL & ANCHOR BLOCK SECTION

1/2" = 1'-0"

MINIMUM PILE PENETRATION - 40%

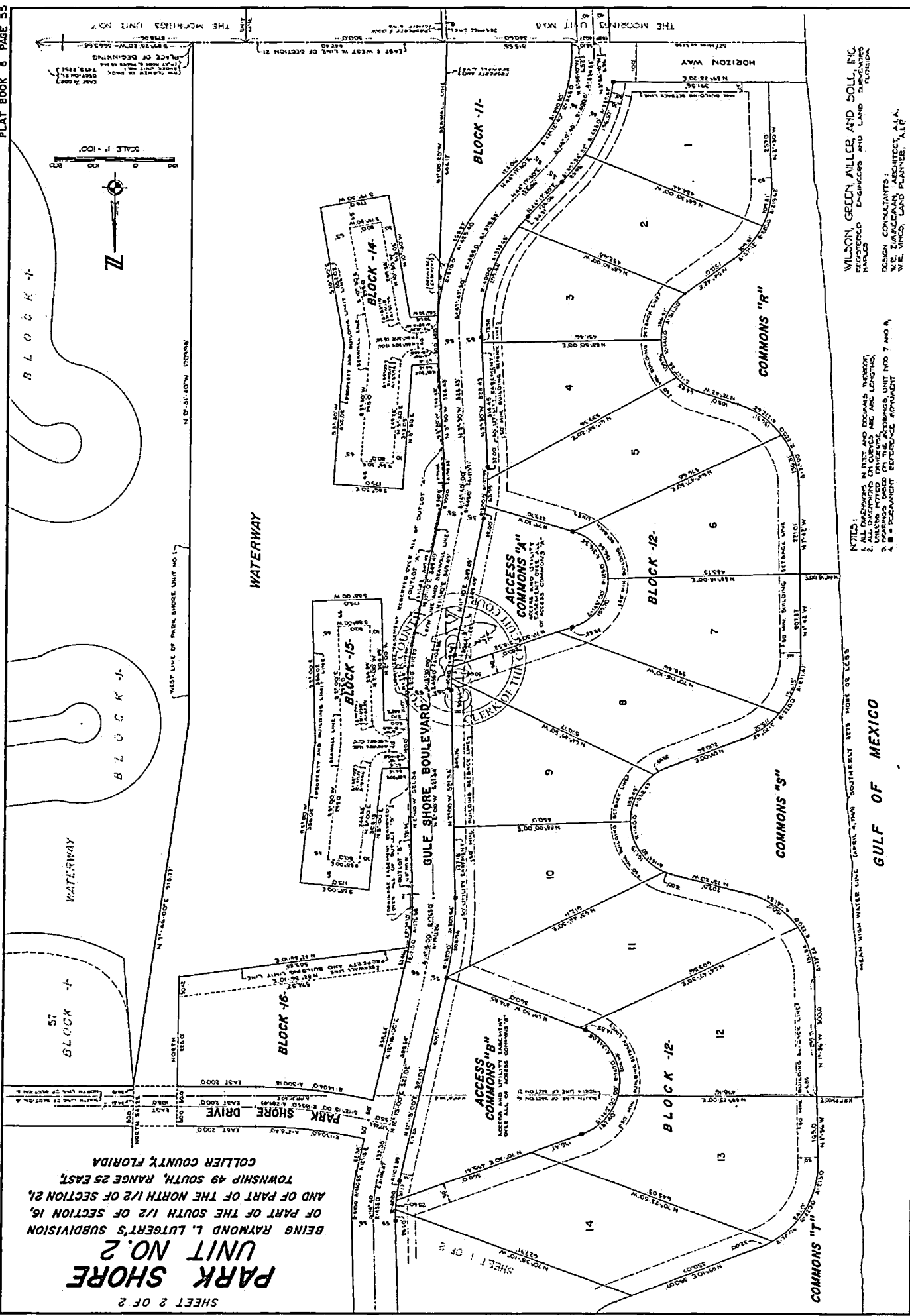
#10 TIE BACKS - DOUBLE HOT-DIPPED, TARRED & WRAPPED W/ COAL TAR & 30# ROOFING FELT.

FILTER-X MATERIAL FROM CAP TO EL. -4.0 x 12" WIDE AT ALL JOINTS SECURED W/ 1"x2" NAIL STRIP EACH SIDE OF JOINT

SCHEDULE 2

PARK SHORE UNIT NO. 2
 SHEET 2 OF 2

BEING RAYMOND L. LUTGERT'S SUBDIVISION
 OF PART OF THE SOUTH 1/2 OF SECTION 16,
 AND OF PART OF THE NORTH 1/2 OF SECTION 21,
 TOWNSHIP 49 SOUTH, RANGE 25 EAST,
 COLLIER COUNTY, FLORIDA



WILSON, GREEN, MILLER, AND SOLL, INC.
 REGISTERED ENGINEERS AND LAND SURVEYORS
 FORT LAUDERDALE, FLORIDA

DESIGN CONSULTANTS:
 W. E. ZIEMCEK, ARCHITECT, A.I.A.
 W. E. YING, LAND PLANNER, A.L.P.

NOTES:
 1. ALL DIMENSIONS IN FEET AND DECIMAL THEREOF.
 2. UNLESS NOTED OTHERWISE, ALL ARC LENGTHS,
 3. BEARINGS MEASURED ON THE JOBBING, UNIT NOS 7 AND 9,
 4. B = PERMANENT REFERENCE POINT

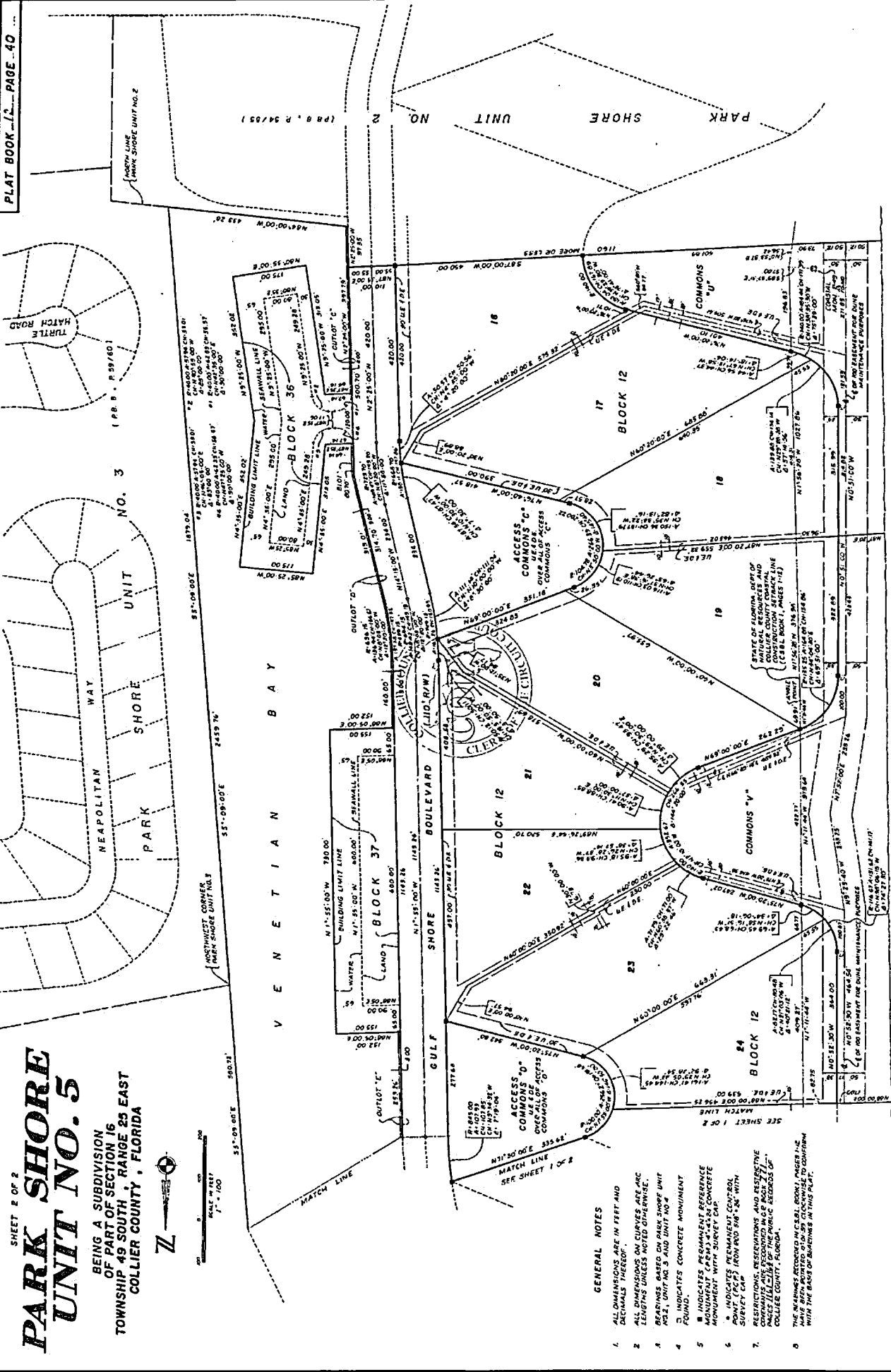
WEST HIGH WATER LINE (APRIL 5, 1978) SOUTHERLY SETS MORE OR LESS
GULF OF MEXICO

PARK SHORE UNIT NO. 5

BEING A SUBDIVISION OF PART OF SECTION 16 TOWNSHIP 49 SOUTH, RANGE 25 EAST COLLIER COUNTY, FLORIDA



SCALE: 1" = 100'



GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE.
3. READINGS BASED ON PARK SHORE UNIT NO. 2, UNIT NO. 3 AND UNIT NO. 4 FOUND.
4. INDICATES CONCRETE MONUMENT.
5. INDICATES PERMANENT REFERENCE MONUMENT WITH SURVEY OR CONCRETE MONUMENT.
6. INDICATES REICHMUT COUPON SURVEY CAP IRON ROD 3/8" DIA. WITH POINT (P.C.P.) IRON ROD 3/8" DIA. WITH SURVEY CAP.
7. RESTRICTIONS, RESERVATIONS AND EXCEPTIONS ARE SHOWN IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
8. THE READINGS PROVIDED IN CERAL BLOCK, PAGES 16 AND 17 HAVE BEEN RECHECKED AND FOUND TO CONFORM WITH THE BASIS OF SURVEYS IN THIS PLAT.

GULF OF MEXICO

PREPARED BY: CARL W. SOLL, JR.
WILSON, MILLER, BARTON, SOLL & PECK, INC.
REGISTERED ENGINEERS & LAND SURVEYORS, INC.
COLLIER COUNTY, FLORIDA

EXHIBIT B

