

**FORT MYERS BEACH CODE ENFORCEMENT
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (“Agreement”) is by and between White Sand Properties of Fort Myers Beach, LLC, a Florida limited liability company, (“White Sand”) and the Town of Fort Myers Beach (“Town”), and collectively White Sand and Town are referred to herein as (the “Parties”).

RECITALS

WHEREAS, White Sand is the current owner of a certain parcel of real property located at 80 Avenue E, Fort Myers Beach, Florida 33931 (legally described as Lot, Block “A” CRESCENT BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 45, of the Public Records of Lee County, Florida) (referred to herein as the “White Sand Property”); and

WHEREAS, on August 8, 2026, the Town filed a Complaint to Foreclose Municipal Liens in the Twentieth Judicial Circuit Court in and for Lee County, Case Number 2025-CA-004261 (the “Lawsuit”), pertaining to violations and subsequent unpaid liens associated with the White Sand Property, which had validly encumbered the White Sand Property since prior to the time of White Sand’s purchase of same; and

WHEREAS, in a separate but related matter, on June 29, 2026, White Sand filed an appeal in the Twentieth Judicial Circuit Court in and for Lee County, Case Number 2026-CA-001659 (the “Appeal”); and

WHEREAS, the Lawsuit and the Appeal are collectively referred to herein as the “Litigation”).

WHEREAS, the Parties are desirous of settling the dispute reflected in the Litigation by agreeing to and executing the terms reflected herein.

NOW, THEREFORE, in exchange for the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference.

2. **SETTLEMENT AMOUNT.** White Sand agrees to pay the Town the sum of one hundred fifty thousand dollars (\$150,000) on or by the date certain of February 1, 2027, in full settlement of all outstanding code enforcement matters associated with the White Sand Property and in exchange for a release of the Liens, dismissal of the Pending Fines, dismissal of the Litigation, and agreement not to impose any further associated fines to the extent such is an available remedy to the Town, including but not limited to attorneys’ fees and other costs incurred by the Parties in pursuing the Litigation (the “Settlement Amount”).

3. **COMPLIANCE.** The Parties agree that if White Sand fails to comply with its obligations pursuant to Paragraph 2 of this Agreement, White Sand shall be considered in

automatic default of this agreement and shall submit to the immediate filing of an Agreed Final Judgment in the Lawsuit and dismissal of the Appeal. The amount of the agreed upon judgment shall be the amount of funds agreed to be paid in Paragraph 2 of this Agreement.

4. **RECORDATION OF SATISFACTION.** Within fourteen (14) days after the Town's receipt of the Settlement Amount, the Town will prepare and record a satisfaction and release as to all Liens in the Public Records of Lee County, Florida attached to the White Sand Property at the Town's sole cost and expense.

5. **WAIVER OF DEFENSES AND RELEASE OF THE PARTIES.** Upon payment of the Settlement Amount, the Parties will waive and not otherwise seek, and will release each other from damages, attorneys' fees, and costs related to that the Litigation or any other claim that could have been or was brought or may be brought in the future related to operative nucleus of facts specified in the Litigation.

6. **ENTIRE AGREEMENT.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

7. **AUTHORITY.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

8. **GOVERNING LAW.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the state courts of Lee County. The parties expressly agree that no action between the parties may be filed in, or removed to, Federal Court, and consent to exclusive jurisdiction and venue in the Circuit Court in Lee County and waive any objections thereto.

WHEREFORE, this Agreement is entered into as of the date of last execution below.

White Sand Properties of Fort Myers Beach,
LLC

Signature of Witness # 1

By: _____, Managing
Member

Print or type name

Date: _____

Signature of Witness #2

Print or type name

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, Managing Member, of White Sand Properties of Fort Myers Beach, LLC, who is personally known to me or, who has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

FORT MYERS BEACH, FLORIDA

DAN ALLERS, MAYOR

ATTEST

Amy Baker, Town Clerk

Date: _____