

IN THE CIRCUIT COURT OF THE 15<sup>th</sup> JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50-2023-CA-000910-XXXX-MB

CHAD SHOEMAKER and MAY  
SHOEMAKER, as individuals,

Plaintiffs,

v.

CITY OF DELRAY BEACH, a Florida  
Municipal corporation,

Defendant.

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**JOINT STIPULATION FOR SETTLEMENT  
CONTINGENT UPON CITY COMMISSION APPROVAL**

Plaintiffs, Chad and May Shoemaker ("Plaintiffs") and Defendant, City of Delray Beach ("City") (collectively "Parties"), stipulate to the following contingent settlement:

**WHEREAS**, Plaintiffs own the property located at 3253 Lone Pine Road, Delray Beach, FL (the "Plaintiffs' Property");

**WHEREAS**, Plaintiffs' Property abuts an unpaved eighty-foot right-of-way for David Road that was dedicated to Palm Beach County ("County") in 1959 and is currently owned by the City as successor in interest to the County ("ROW");

**WHEREAS**, Plaintiffs filed the above-styled action seeking to quiet title in the ROW by virtue of the ROW not being used as a "public highway", which Plaintiffs claim subjects the ROW to reversion under the terms of the deeds dedicating the ROW, and subjects the ROW to abandonment pursuant to Section 255.22, Florida Statutes; and

**WHEREAS**, the City denies the claims asserted by Plaintiffs and has filed a number of affirmative defenses against Plaintiffs' claims; and

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**WHEREAS**, the Parties desire to resolve their disputes to limit risk and conserve their resources, and nothing in this stipulation shall be interpreted as either party conceding the positions asserted in the above-styled case.

**NOW THEREFORE**, in consideration of the promises and agreements set forth below and other good and valuable consideration cited herein, the Parties agree as follows:

1. The Parties represent that the foregoing recitals are true and correct and fully incorporate them as terms of this Joint Stipulation for Settlement Contingent Upon City Commission Approval ("Agreement").

2. The Effective Date of this Agreement shall be the date upon which the last of the Parties executes this Agreement.

3. The Parties hereby agree to the attached Settlement Agreement contingent upon the City Commission authorizing the City Manager to execute the Settlement Agreement attached as Exhibit "A" at a duly notice public meeting, currently scheduled for April 4, 2025.


4. If the City Commission authorizes the City Manager to execute the Settlement Agreement attached as Exhibit A, this Agreement shall be binding.

5. If the City Commission does not authorize the City Manager to execute the Settlement Agreement, this Agreement shall be null and void and have no further force and effect. Should the Agreement become null and void as described in this paragraph, the terms of this Agreement are inadmissible in any Court of law for any purpose.

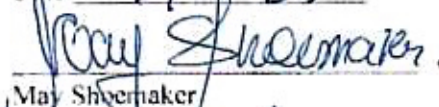
[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this Agreement as of the date set forth below.

**PLAINTIFFS**

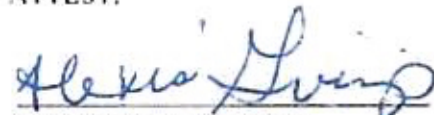
  
Chad Shoemaker

Date: 3/25/25

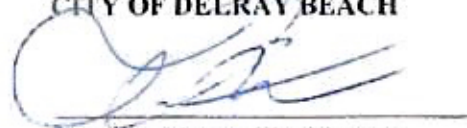
  
May Shoemaker

Date: 3/25/25

**ATTEST:**

  
Alexis Givings, City Clerk

**CITY OF DELRAY BEACH**

  
Terrence Moore, City Manager

Date: 3/14/2025