

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.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT**

Plaintiffs, Chad and May Shoemaker (“Plaintiffs”) and Defendant, City of Delray Beach (“City”) (collectively, the “Parties”), agree as follows, on this \_\_\_\_\_ day of April, 2025 (the “Effective Date”):

**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

**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 Settlement Agreement ("Agreement").

2. The City shall quitclaim, in a form acceptable to the Plaintiffs, the westernmost (40) feet of the ROW, not however, including any portion of the currently paved ROW ("Western ROW"), in accordance with Section 255.22(1), Florida Statutes. The legal description of the Western ROW shall be provided by Plaintiffs along with a survey or sketch prepared by a licensed surveyor depicting the legally described area, which shall be incorporated herein as "Exhibit A".

3. In exchange for the City quitclaiming the Western ROW to Plaintiffs, at their sole cost and expense, Plaintiffs shall do the following:

- a. Clear the easternmost forty (40) feet of the ROW ("East ROW") of all vegetation, only excluding grass, in such a way that makes vehicular access possible;
- b. Remove the existing driveway demarcation from the East ROW by planting sod;
- c. Establish, within the West ROW either a landscape buffer, which may solely consist of a plant hedge, or a fence or a combination of the foregoing, demarcating the limits of the West ROW.

The City Manager, or designee, in his sole but reasonable discretion, will determine if the above-referenced work has been done to the City's satisfaction. All work done pursuant to this paragraph must comply with the City regulations and permitting requirements regarding the same. Plaintiffs are solely responsible for assuring such compliance. The City shall notify Plaintiffs in writing,

through Plaintiffs' litigation counsel, if any additional work must be done to comply with the terms of the settlement, or if the work has been completed to the City's satisfaction.

4. Plaintiffs shall assume all liability for work performed the East ROW under paragraph 10 of this agreement, and shall indemnify, hold harmless, and defend the City, its officers, directors, employees, agents, affiliates, successors, and permitted assigns ("Indemnified Parties"), against any and all losses damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including [reasonable] attorneys' fees, that are incurred by Indemnified Parties (collectively, "**Losses**"), arising out of or related to injury to a person or property as a result of Plaintiffs' work on the East ROW as set forth herein.

5. Upon completion of the work on the East ROW to the City's satisfaction, Plaintiffs shall execute a quitclaim deed to the East ROW to the City, in a form acceptable to the City.

6. The work on the East ROW shall occur no later than thirty (30) days from the date when the City Commission adopted the Authorizing Resolution. One thirty (30) day extension may be permitted by the City Manager on a showing of good cause, in his reasonable discretion.

7. Each party shall bear their own attorneys' fees and costs in the proceedings and shall bear their respective recording costs for the quitclaim deeds.

8. The Parties shall prepare and submit to the Court for entry a Stipulated Final Judgment adopting the terms of this Agreement.

9. The Parties represent and warrant that the person(s) signing this Agreement on their behalf have full competence, authority, and power to execute this Agreement and to bind them to all of the terms hereof.

10. The Parties represent and warrant that they have been represented by competent and independent counsel of their own choice throughout all negotiations preceding the execution of the Agreement and have executed this Agreement upon the advice of said competent and independent counsel regarding the meaning and legal effect of this Agreement, and regarding the advisability of making the agreements provided for herein and fully understands the same.

11. This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, are superseded by this Agreement and shall not be binding on any of the Parties, and each of the Parties acknowledges that they have not relied, in entering into this Agreement, on any representation, warranty, promise or condition, not specifically and expressly set forth in this Agreement. The Parties agree that this Agreement may not be modified except with prior written and duly authorized consent of each Party.

12. This Agreement may be executed in several counterparts - each of which is deemed to be an original but all of which constitute one and the same instrument.

13. Upon the Effective Date of this Agreement, the Parties shall file a joint notification to the Court that they have executed an agreement.

[Remainder of Page Intentionally Left Blank]

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

**PLAINTIFF**

\_\_\_\_\_  
Chad Shoemaker

Date: \_\_\_\_\_

**PLAINTIFF**

\_\_\_\_\_  
May Shoemaker

Date: \_\_\_\_\_

**CITY OF DELRAY BEACH**

ATTEST:

\_\_\_\_\_  
Alexis Givings, City Clerk

\_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney