

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and between the South Broward Hospital District d/b/a Memorial Healthcare System, a Florida special tax district ("Memorial"), the City of Pembroke Pines, Florida, a Florida municipality (the "City"), Pembroke 2 Owner, LLC, a Delaware limited liability company ("Pembroke 2"), Pembroke 145 Office, LLC, a Delaware limited liability company ("Pembroke 145"), and Baptist Health South Florida, Inc., a Florida not for profit corporation ("Baptist"). Memorial, the City, Pembroke 2, Pembroke 145, and Baptist are hereafter referred to individually as "a Party" and collectively as "the Parties."

RECITALS:

WHEREAS, the City's Commission rendered Ordinance No. 2018 (the "Ordinance") on April 30, 2024, which approved an application submitted by Pembroke 2 and Pembroke 145 to rezone an approximately 25 acre parcel of property located north of Pembroke Road between I-75 and Southwest 145th Avenue (the "Property"); and

WHEREAS, on May 17, 2024, Memorial commenced a first-tier certiorari proceeding relating to the Ordinance against Pembroke 2, Pembroke 145, and the City in the Seventeenth Judicial Circuit in and for Broward County Florida, Case No. CACE-24-006976 (the "First-Tier Certiorari Proceeding"); and

WHEREAS, Baptist sought and received leave of the Court to intervene as a respondent in the First-Tier Certiorari Proceeding; and

WHEREAS, on May 17, 2024, Memorial also commenced a proceeding pursuant to § 163.3215(3), Fla. Stat. and relating to the Ordinance against

Pembroke 2, Pembroke 145, and the City in the Seventeenth Judicial Circuit in and for Broward County Florida, Case No. CACE-24-006977 (the “Consistency Challenge”); and

WHEREAS, Baptist sought but has not yet received leave of the Court to intervene as a defendant in the Consistency Challenge; and

WHEREAS, the Parties desire to settle and resolve any and all issues, matters, disputes, differences, allegations and claims of any kind or nature whatsoever which the Parties have or could have asserted in the First-Tier Certiorari Proceeding and/or the Consistency Challenge, conditioned upon full performance with the terms of this Agreement; and

WHEREAS, each of the Parties, having fully reviewed this Agreement and believing it to be fair, just and reasonable in all respects, have assented freely and voluntarily to all of its terms;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and in consideration of the obligations and duties assumed by each Party, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Dismissal Of The First-Tier Certiorari Proceeding. The Parties hereby stipulate and agree that the First-Tier Certiorari Proceeding shall be dismissed with prejudice and with each Party bearing its own attorney’s fees and costs. Immediately after this Agreement is fully executed, Memorial shall file in the First-Tier Certiorari Proceeding a Joint Stipulation requesting that the Court enter an Order approving this Agreement; dismissing the First-Tier Certiorari

Proceeding with prejudice; and providing that each Party shall bear its own attorney's fees and costs in the First-Tier Certiorari Proceeding. Simultaneously with the filing of the Joint Stipulation, Memorial shall also transmit a courtesy copy of the Joint Stipulation and a proposed Dismissal Order to the Court for entry. A copy of the Joint Stipulation and the proposed Dismissal Order are attached hereto as Exhibits "A" and "B."

2. Dismissal Of The Consistency Challenge. The Parties further stipulate and agree that the Consistency Challenge shall be dismissed with prejudice and with each Party bearing its own attorney's fees and costs. Immediately after this Agreement is fully executed, Memorial shall file in the Consistency Challenge a Joint Stipulation requesting that the Court enter an Order approving this Agreement; dismissing the Consistency Challenge with prejudice; and providing that each Party shall bear its own attorney's fees and costs in the Consistency Challenge. Simultaneously with the filing of the Joint Stipulation, Memorial shall also transmit a courtesy copy of the Joint Stipulation and a proposed Dismissal Order to the Court for entry. A copy of the Joint Stipulation and the proposed Dismissal Order are attached hereto as Exhibits "C" and "D."

3. Limited Mutual Release. The Parties further stipulate and agree that by their execution of this Agreement, such execution shall have the same effect as if Memorial (the "First Party") and the City, Pembroke 2, Pembroke 145, and Baptist (collectively the "Second Party") executed and exchanged a limited mutual release only on the terms set forth in the next paragraph. The terms "First Party" and "Second Party" shall include in their broadest sense:

the singular, plural, as well as each respective Party's parent companies, all subsidiary companies, all affiliated companies, all related companies, all present and former heirs, all legal representatives, attorneys, executors, predecessors, successors, assigns, trustees, officers, directors, shareholders, managers, members, managing members, owners, principals, employees, commissioners, and/or agents of any kind, as well as anyone else claiming by, through, under or against any of the foregoing entities and/or individuals.

The First Party and Second Party, in exchange for valuable consideration received from one another, the receipt and sufficiency of which consideration is hereby acknowledged by First Party and Second Party, hereby release, acquit, and forever discharge one another of any and all claims, demands, charges, proceedings, complaints, causes of action, suits, obligations, accrued benefits, debts, losses, damages of any kind (including incidental, consequential, and punitive damages), actions, disputes, dues, sums of money, liens, covenants, contracts, torts, controversies, agreements, promises, guarantees, accounts, bonds, judgments, attorney's fees, costs, expenses, sanctions, executions, or other liabilities of any kind or character, whether accrued or unaccrued, including, without limitation, any liability pursuant to § 57.041, Fla. Stat., § 163.3215(6), Fla. Stat., and/or § 163.3215(8)(c), Fla. Stat., which arise from the Ordinance, the First-Tier Certiorari Proceeding, and/or the Consistency Challenge.

4. Advice of Counsel. Each of the Parties represent and confirm that they have read this Agreement in its entirety, either received or had an opportunity to receive independent legal advice as to the nature and obligations

of this Agreement, and have entered into this Agreement voluntarily and of their own free will and accord without any threat of force or duress in any form or nature whatsoever.

5. Consideration. The consideration for this Agreement is the mutual benefits conferred by the Parties upon one another that presently exist, or are to be obtained by the Parties, and the promises of each to the other as set forth herein.

6. Joint Agreement. This Agreement shall be considered the joint product of the Parties and in the event of any controversy as to the construction, interpretation or enforcement of any provision hereof, such controversy shall not be construed against any Party as the alleged drafter of this Agreement. It is the intent of the Parties that this Agreement shall be deemed to have been prepared by all of the Parties to the end that no Party shall be entitled to the benefits of any favorable interpretation or construction of any term or provision hereof under any rule or law.

7. Entire Agreement. This Agreement sets forth the Parties' entire understanding, and supersedes all previous oral and written agreements, if any, and may not be amended, altered or modified except by a written instrument signed by all of the Parties.

8. Authorization. The Parties represent and confirm that the individuals signing this Agreement on their behalf are fully authorized and empowered to do so.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but together, shall constitute but one

in the same agreement. For purposes of this Agreement, a copy shall have the same force and effect as the original.

The Parties hereto have executed this Agreement, with the intent to be legally bound, on the date(s) written below.

**South Broward Hospital District
d/b/a Memorial Healthcare
System, a Florida special tax district**

By _____

Print Name: _____

Title/Position: _____

Date: _____

**City Of Pembroke Pines, Florida,
a Florida municipality**

By _____

Print Name: _____

Title/Position: _____

Date: _____

**Pembroke 2 Owner, LLC,
a Delaware limited liability company**

By _____

Print Name: _____

Title/Position: _____

Date: _____

**Pembroke 145 Office, LLC,
a Delaware limited liability
company**

By _____

Print Name: _____

Title/Position: _____

Date: _____

**Baptist Health South Florida, Inc.,
a Florida not for profit corporation**

By _____

Print Name: _____

Title/Position: _____

Date: _____

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE-24-006977

SOUTH BROWARD HOSPITAL DISTRICT
d/b/a MEMORIAL HEALTHCARE
SYSTEM,

Plaintiff,

v.

PEMBROKE 2 OWNER, LLC, PEMBROKE
145 OFFICE, LLC and CITY OF
PEMBROKE PINES, FLORIDA,

Defendants.

JOINT STIPULATION OF SETTLEMENT AND DISMISSAL WITH PREJUDICE

Plaintiff, SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM, a Florida special tax district, Defendants, PEMBROKE 2 OWNER, LLC, a Delaware limited liability company, PEMBROKE 145 OFFICE, LLC, a Delaware limited liability company, and CITY OF PEMBROKE PINES, FLORIDA, a Florida municipality, and Potential Intervenor, BAPTIST HEALTH SOUTH FLORIDA, INC., a Florida not for profit corporation (each of whom is referred to separately as a “Party” and all of whom are referred to collectively as the “Parties”), by and through their undersigned counsel, hereby stipulate to the dismissal of this proceeding and thus move this Court, pursuant to Rule 1.420(a)(2) of the Florida Rules of Civil Procedure, for entry of an Order dismissing this proceeding with prejudice and providing that each

Party shall bear its own attorney's fees and costs in this proceeding. A copy of the proposed Dismissal Order is attached hereto as Exhibit "1."

Dated: February ____, 2025.

Scott M. Zaslav, Esquire
Todd A. Armbruster, Esquire
Zaslav & Armbruster, P.A.
Attorneys For Memorial
P.O. Box 670914
Coral Springs, FL 33067
szaslav@sztalaw.com
tarmbruster@sztalaw.com

By: /s/ Scott M. Zaslav
SCOTT M. ZASLAV
Fla. Bar No. 76295

John H. Pelzer, Esquire
Greenspoon Marder LLP
Attorneys For Pembroke 2 Owner, LLC
& *Pembroke 145 Office, LLC*
200 E. Broward Blvd. Suite 1800
Fort Lauderdale, FL 33301
john.pelzer@gmlaw.com
melody.langley@gmlaw.com

By: /s/ John H. Pelzer
JOHN H. PELZER
Fla. Bar No. 376647

Hudson C. Gill, Esquire
E. Bruce Johnson, Esquire
Christopher J. Stearns, Esquire
Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
Attorneys For City Of Pembroke Pines
2455 E. Sunrise Blvd. Suite 1000
Fort Lauderdale, FL 33304
hgill@jambg.com
johnson@jambg.com
stearns@jambg.com

By: /s/ Hudson C. Gill
HUDSON C. GILL
Fla. Bar No. 15274

Jeffrey S. Bass, Esquire
Deana D. Falce, Esquire
Bass Law
Attorneys for Baptist
1515 Sunset Drive, Suite 22
Coral Gables, FL 33143
jeff@basslaw.com
deana@basslaw.com

By: /s/ Jeffrey S. Bass
JEFFREY S. BASS
Fla. Bar. No. 962279

EXHIBIT #1

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE-24-006977

SOUTH BROWARD HOSPITAL DISTRICT
d/b/a MEMORIAL HEALTHCARE
SYSTEM,

Plaintiff,

v.

PEMBROKE 2 OWNER, LLC, PEMBROKE
145 OFFICE, LLC and CITY OF
PEMBROKE PINES, FLORIDA,

Defendants.

_____ /

AGREED ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE, having come before the Court upon the Joint Stipulation Of Settlement And Dismissal With Prejudice (“Joint Stipulation”) of Plaintiff, SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM, a Florida special tax district, Defendants, PEMBROKE 2 OWNER, LLC, a Delaware limited liability company, PEMBROKE 145 OFFICE, LLC, a Delaware limited liability company, and CITY OF PEMBROKE PINES, FLORIDA, a Florida municipality, and Potential Intervenor, BAPTIST HEALTH SOUTH FLORIDA, INC., a Florida not for profit corporation (each of whom is referred to separately as a “Party” and all of whom are referred to collectively as the “Parties”), and the Court having reviewed the Joint Stipulation and being otherwise advised in the premises, does hereby **ORDER AND ADJUDGE:**

1. Pursuant to the Joint Stipulation, the Court hereby dismisses this proceeding with prejudice, with each Party to bear its own attorney's fees and costs in this proceeding.

DONE AND ORDERED in Fort Lauderdale, Broward County, Florida on this _____ day of February, 2025.

Honorable William W. Haury, Jr.
Circuit Court Judge

cc: Scott M. Zaslav, Esquire
Todd A. Armbruster, Esquire
Michael D. Cirullo, Jr., Esquire
Samuel S. Goren, Esquire
E. Bruce Johnson, Esquire
Christopher J. Stearns, Esquire
Hudson C. Gill, Esquire
John H. Pelzer, Esquire
Jeffrey S. Bass, Esquire
Deana D. Falce, Esquire

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
APPELLATE DIVISION

CASE NO. CACE-24-006976

SOUTH BROWARD HOSPITAL
DISTRICT d/b/a MEMORIAL
HEALTHCARE SYSTEM,

Petitioner,

v.

PEMBROKE 2 OWNER, LLC,
PEMBROKE 145 OFFICE, LLC,
BAPTIST HEALTH SOUTH
FLORIDA, INC. and CITY OF
PEMBROKE PINES, FLORIDA,

Respondents.

JOINT STIPULATION OF SETTLEMENT AND DISMISSAL WITH PREJUDICE

Petitioner, SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM, a Florida special tax district, and Respondents, PEMBROKE 2 OWNER, LLC, a Delaware limited liability company, PEMBROKE 145 OFFICE, LLC, a Delaware limited liability company, BAPTIST HEALTH SOUTH FLORIDA, INC., a Florida not for profit corporation, and CITY OF PEMBROKE PINES, FLORIDA, a Florida municipality (each of whom is referred to separately as a “Party” and all of whom are referred to collectively as the “Parties”), by and through their undersigned counsel, hereby stipulate to the dismissal of this proceeding and thus move this Court, pursuant to Rule 9.350 of the Florida Rules of Appellate Procedure, for entry of an Order dismissing this

proceeding with prejudice and providing that each Party shall bear its own attorney's fees and costs in this proceeding. A copy of the proposed Dismissal Order is attached hereto as Exhibit "1."

Dated: February ____, 2025.

Scott M. Zaslav, Esquire
Todd A. Armbruster, Esquire
Zaslav & Armbruster, P.A.
Attorneys For Memorial
P.O. Box 670914
Coral Springs, FL 33067
szaslav@sztalaw.com
tarmbruster@sztalaw.com

By: /s/ Scott M. Zaslav
SCOTT M. ZASLAV
Fla. Bar No. 76295

John H. Pelzer, Esquire
Greenspoon Marder LLP
Attorneys For Pembroke 2 Owner, LLC
& *Pembroke 145 Office, LLC*
200 E. Broward Blvd. Suite 1800
Fort Lauderdale, FL 33301
john.pelzer@gmlaw.com
melody.langlely@gmlaw.com

By: /s/ John H. Pelzer
JOHN H. PELZER
Fla. Bar No. 376647

Hudon C. Gill, Esquire
E. Bruce Johnson, Esquire
Christopher J. Stearns, Esquire
Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
Attorneys For City Of Pembroke Pines
2455 E. Sunrise Blvd. Suite 1000
Fort Lauderdale, FL 33304
hgill@jambg.com
johnson@jambg.com
stearns@jambg.com

By: /s/ Hudson C. Gill
HUDSON C. GILL
Fla. Bar No. 15274

Jeffrey S. Bass, Esquire
Deana D. Falce, Esquire
Bass Law
Attorneys for Baptist
1515 Sunset Drive, Suite 22
Coral Gables, FL 33143
jeff@basslaw.com
deana@basslaw.com

By: /s/ Jeffrey S. Bass
JEFFREY S. BASS
Fla. Bar. No. 962279

EXHIBIT #1

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
APPELLATE DIVISION

CASE NO. CACE-24-006976

SOUTH BROWARD HOSPITAL
DISTRICT d/b/a MEMORIAL
HEALTHCARE SYSTEM,

Petitioner,

v.

PEMBROKE 2 OWNER, LLC,
PEMBROKE 145 OFFICE, LLC,
BAPTIST HEALTH SOUTH
FLORIDA, INC. and CITY OF
PEMBROKE PINES, FLORIDA,

Respondents.

_____ /

AGREED ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE, having come before the Court upon the Joint Stipulation Of Settlement And Dismissal With Prejudice (“Joint Stipulation”) of Petitioner, SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM, a Florida special tax district, and Respondents, PEMBROKE 2 OWNER, LLC, a Delaware limited liability company, PEMBROKE 145 OFFICE, LLC, a Delaware limited liability company, BAPTIST HEALTH SOUTH FLORIDA, INC., a Florida not for profit corporation, and CITY OF PEMBROKE PINES, FLORIDA, a Florida municipality (each of whom is referred to separately as a “Party” and all of whom are referred to collectively as the “Parties”), and the Court having reviewed the Joint Stipulation and being otherwise advised in the premises, does hereby **ORDER AND ADJUDGE:**

1. Pursuant to the Joint Stipulation, the Court hereby dismisses this proceeding with prejudice, with each Party to bear its own attorney's fees and costs in this proceeding.

DONE AND ORDERED in Fort Lauderdale, Broward County, Florida on this _____ day of February, 2025.

Honorable John Bowman
Circuit Court Judge

cc: Scott M. Zaslav, Esquire
Todd A. Armbruster, Esquire
Michael D. Cirullo, Jr., Esquire
Samuel S. Goren, Esquire
John H. Pelzer, Esquire
Jeffrey S. Bass, Esquire
Deana D. Falce, Esquire