

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered on the last date set forth on the signature pages below ("Effective Date"), by and between HSBC Bank USA, National Association as Trustee for First NLC Trust 2005-4, Mortgage-Backed Certificates, Series 2005-4 ("HSBC") and the City of North Miami (the "City"). Collectively, HSBC and the City shall be referred to as the "Parties."

RECITALS:

A. On or about November 14, 2005, Gustavo O. Puebla gave a mortgage (the "Mortgage") on that certain parcel of real property located at 665 NE 122nd St., North Miami, FL 33161 (the "Subject Property"). The loan evidenced by the Mortgage shall be referred to as the "Subject Loan."

B. Chase is the mortgage servicer for the Subject Loan.

C. At the conclusion of a foreclosure of the Mortgage, a certificate of title to the Subject Property was issued to Deutsche Bank National Trust Company ("Deutsche Bank").

D. The City subsequently obtained Orders imposing fine and authorizing liens against the Subject Property and Deutsche Bank (the "City Liens").

E. On July 20, 2015, the City filed suit to foreclose the City Liens in Circuit Civil Court in and for Miami-Dade County, which was captioned *City of North Miami v. Deutsche Bank National Trust Company*, Case No. 2015-016331-CA-01 (the "City Liens Foreclosure").

F. On July 25, 2017, a quit claim deed was executed by Deutsche Bank conveying title to the Property to HSBC.

G. By virtue of this Agreement, the Parties desire to fully and completely resolve this matter in good faith, to settle any and all claims, defenses, and/or counterclaims that were asserted or that could have been asserted in the City Liens Foreclosure, and to settle the City Liens.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by this reference.

2. **Non-Admission of Liability.** Nothing in this Agreement shall constitute or be construed as an admission of liability on behalf of HSBC, Chase, or the City, their agents, affiliates, assigns, parents, successors, subsidiaries, and/or successors, or an admission as to the validity of the allegations in the City Liens Foreclosure.

3. **Attorney Representation.** This Agreement is entered into voluntarily by the Parties who stipulate and agree that they are under no duress or undue influence. The Parties represent

that in the execution of this Agreement, they had the opportunity to consult legal counsel of their own selection and that said attorneys have reviewed this Agreement, made any desired changes and advised their respective clients with respect to the advisability of making the settlement and release provided herein and of executing this Agreement.

4. **Terms.** As full and final settlement of the City Liens Foreclosure and the City Liens, the Parties agree as follows:

4.1. Chase, on behalf of HSBC, will pay to the City the sum of \$48,427.00 (the "Payment") within thirty days of the execution of this Agreement and receipt by Chase of a properly completed IRS Form W-9 for the City and any person designated by the City as a payee of such funds.

4.2. The City acknowledges, understands, and agrees that Chase cannot make the payment without the completed Form W-9 referenced above.

4.3. The Payment shall be made by check payable to: City of North Miami and shall be delivered to: Office of the City Attorney, Attn: Jennifer Warren, 776 N.E. 125 Street, North Miami, FL 33161.

4.4. The City shall dismiss the City Liens Foreclosure with prejudice in its entirety within five days of its receipt of the Payment, with each party bearing its own costs.

4.5. The City shall record releases of the following liens within thirty days of its receipt of the Payment:

A. Order Imposing Fine and Authorizing Lien recorded in Official Records Book 29578, Page 3449, of the Official Records of Miami-Dade County, Florida.

B. Order Imposing Fine and Authorizing Lien recorded in Official Records Book 29578, Page 3451, of the Official Records of Miami-Dade County, Florida.

C. Order Imposing Fine and Authorizing Lien recorded in Official Records Book 29607, Page 1780, of the Official Records of Miami-Dade County, Florida.

D. Order Imposing Lien recorded in Official Records Book 29676, Page 2563, of the Official Records of Miami-Dade County, Florida.

E. Order Imposing Lien recorded in Official Records Book 29676, Page 2565, of the Official Records of Miami-Dade County, Florida.

F. Order Imposing Fine and Authorizing Lien recorded in Official Records Book 29819, Page 2468, of the Official Records of Miami-Dade County, Florida.

G. Order Imposing Lien recorded in Official Records Book 30019, Page 1998, of the Official Records of Miami-Dade County, Florida.

H. Order Imposing Lien recorded in Official Records Book 30181, Page 4387, of the Official Records of Miami-Dade County, Florida.

5. **Release by City.** Except as otherwise set forth in this Agreement, in consideration of Paragraph 4 herein and for other good and valuable consideration, the City hereby releases, acquits, satisfies, and forever discharges Chase, Deutsche Bank, HSBC, and their past, present and future officers, directors, heirs, agents, servants, employees, legal representatives, assigns, successors, affiliates, shareholders, beneficiaries, predecessors, insurers, administrators, and successors in interest; their parent, holding, subsidiary, affiliated, and related entities; any business entity or division owning or controlling Chase, Deutsche Bank, or HSBC in whole or in part; any business entity or division owned or controlled in whole or in part by Chase, and any loan investor or servicer that has any interest whatsoever in the Subject Property, Subject Loan, and/or Mortgage (all of the foregoing persons and entities are hereinafter collectively referred to as the "Released Parties"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity (collectively "Released Claims"), which the City ever had, now has, or which any personal representative, successor, heir, or assign of the City hereafter can, shall, or may have against the Released Parties, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the Effective Date of this Agreement.

6. **Representations and Warranties.** The City represents and warrants to Chase, Deutsche Bank, and HSBC that it is not aware of any third party or organization claiming to have or having any interest in the claims and causes of action resolved by this Agreement and the City is the sole owner and holder of the claims released herein. Additionally, the City has not assigned, hypothecated, or otherwise transferred any interest in the claims and causes of action resolved by this Agreement. The City further represents and warrants that it is not aware of any third party or organization who has asserted or may assert a claim or lien against the proceeds of the settlement memorialized by this Agreement.

7. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the Parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.

8. **Amendments.** This Agreement may be amended, modified or altered at any time upon the approval of the Parties; however, any such amendment must be in writing and signed by all Parties in order for such amendment to be of any force and effect.

9. **Partial Invalidity.** In the event that any provision of this Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the Parties.

10. **Survival.** All representations and warranties contained herein shall survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to herein.

11. **Applicable Law.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to conflict of law rules.

12. **Costs.** Unless otherwise provided in this Agreement, the Parties have agreed to bear their own attorneys' fees and costs with respect to the City Liens Foreclosure and the preparation of any and all documents necessary to enter into this Agreement. This includes any and all documents attached to this Agreement as Exhibits.

13. **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of this Agreement.

14. **Tax Consequences.** The City and its attorney acknowledge and agree that they are solely responsible for the payment of any and all federal, state, city or local taxes which might be due and owing as a result of any term contained in this Agreement. The Parties acknowledge that no tax advice has been offered or given by either party, their attorneys, agents, or any other representatives, in the course of these negotiations, and each party is relying upon the advice of its own tax consultant with regard to any tax consequences that may arise as a result of the execution of this Agreement. The City acknowledges that it may be required by Chase to submit a Form W-9 and that Chase may be required to issue a Form 1099 or other tax form reporting the consideration flowing to the City under this Agreement to the Internal Revenue Service and/or other taxing authority.

15. **No Adverse Construction.** The Parties acknowledge that this Agreement has been prepared by each of them through counsel. In the event any part of this Agreement is found to be ambiguous, such ambiguity shall not be construed against any Party.

16. **Not Evidence.** This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or one seeking damages arising from a breach of this Agreement.

17. **Further Acts.** In addition to the acts recited in this Agreement, the Parties agree to perform, or cause to be performed on the date of this Agreement, or thereafter, any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby. Each of the Parties agrees that he, she, or it, will execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the terms of this Agreement.

18. **Authority.** Each person(s) executing this Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

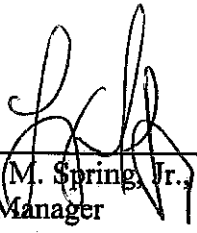
DATED: 8-31-2017

CITY OF NORTH MIAMI

ATTEST:



By: _____
Michael A. Etienne, Esq.
City Clerk



By: _____
Larry M. Spring, Jr., CPA
City Manager

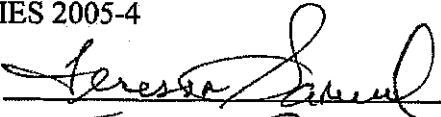
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



By: _____
Jeff P. H. Cazeau, Esq.
City Attorney

DATED: 8/22/17

JPMORGAN CHASE BANK, N.A., AS
ATTORNEY-IN-FACT FOR HSBC BANK
USA NATIONAL ASSOCIATION, AS
TRUSTEE OF FIRST NLC TRUST 2005-4,
MORTGAGE-BACKED CERTIFICATES,
SERIES 2005-4

By: 

Name: Teresa Samuel

Title: Assistant Secretary