

## MEMORANDUM OF UNDERSTANDING

Laurie Swanson (hereinafter "SWANSON") and the City of Key Colony Beach (hereinafter "KEY COLONY BEACH") hereby enter into this Memorandum of Understanding, as states as follows:

### I. BACKGROUND

On July 27, 2023, SWANSON filed a lawsuit against KEY COLONY BEACH in the Circuit Court for the 16th Judicial District in and for Monroe County, Florida, Case No. 2023-CA-000205-M (hereinafter the "LAWSUIT") seeking a temporary restraining order and other declaratory relief pertaining to petitions for a referendum vote, filed by SWANSON, to challenge the prior vote to approve the motion to "accept the HOB bid for the new City Project" on July 20, 2023 (hereinafter the "CITY HALL VOTE").

### II. TERMS OF AGREEMENT

**Repeal of CITY HALL VOTE:** It has been represented to SWANSON that the Key Colony Beach City Commission may consider a motion to repeal the CITY HALL VOTE.

**Dismissal of LAWSUIT:** In the event that the Key Colony Beach City Commission approves the repeal of the CITY HALL VOTE, SWANSON agrees to voluntarily dismiss the LAWSUIT.

**Conclusion of the Litigation:** The parties stipulate and agree that SWANSON's voluntary dismissal of the LAWSUIT shall constitute the "conclusion of the litigation," as that term is used in Fla. Stat. 286.011(8) (e). Each Party agrees to be responsible for its own attorneys' fees and costs.

**Effective Date and Binding Vote:** This Memorandum of Understanding shall become effective upon the successful vote by the Key Colony Beach City Commission to repeal the CITY HALL VOTE. KEY COLONY BEACH agrees to make all reasonable efforts to ensure that this vote takes place no later than December 31, 2023, and to inform SWANSON of the outcome of the vote immediately.

**No Admission of Liability:** This Memorandum of Understanding is not, and shall not be construed as, an admission of liability, wrongdoing, or responsibility by any of the Parties.

**III. MISCELLANEOUS**

**Governing Law:** This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Florida.

**Modification:** This Memorandum of Understanding may only be amended or modified by a written document duly executed by both Parties.

**Entire Agreement:** This Memorandum of Understanding contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties.

**V. SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the latest date written below.

\_\_\_\_\_  
Laurie Swanson

\_\_\_\_\_  
Date

For KEY COLONY BEACH:

\_\_\_\_\_  
By Joey Raspe, its Mayor

\_\_\_\_\_  
Date