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**CANTWELL & GOLDMAN, P.A.**

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**APR 20 2020**

**Brevard County Attorney**

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<sup>1</sup> Also Member of Georgia Bar

Bradly Roger Bettin, Sr.  
William H. Cantwell, II (Deceased)  
Mitchell S. Goldman  
Robyn W. Hattaway <sup>1</sup>  
Matthew J. Monaghan  
Kimberly Bonder Rezanka  
Jay R. Thakkar

April 16, 2020

VIA FEDEX

Christine Schverak, Asst. County Attorney  
Brevard County Attorney's Office  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

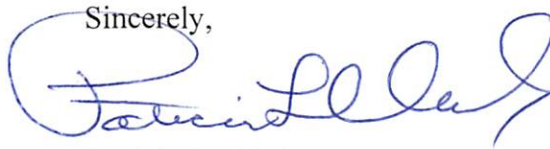
**Re: Brevard County v. K G Owens, et al Case #: 05-2018-CA-019771**  
**Our Client: LTM of Florida Holdings, LLC**

Dear Christi:

Attached please find the signature page of the Miller Cove Road Settlement Agreement Addendum 1 – Extension 1 of Paragraph 1 which has been executed by Mark Mattioli on behalf of LTM of Florida Holding, LLC.

Thank you for your cooperation in this matter.

Sincerely,



Patricia L. Clark  
Legal Assistant to Kimberly B. Rezanka

plc

Enclosure

**MILLER COVE ROAD**  
**SETTLEMENT AGREEMENT**  
**ADDENDUM 1 – EXTENSION 1 OF PARAGRAPH 5**

This Addendum is for the sole purpose of an extension of paragraph five of the Miller Cove Road Settlement Agreement and it is made and entered into by and between the following Parties: The Board of County Commissioners of Brevard County, Florida, a political sub-division of the State of Florida, (hereinafter the COUNTY) and LTM of Florida Holdings, LLC, a Florida company, (hereinafter LTM) as follows:

**WHEREAS**, BREVARD COUNTY and LTM are two of the Parties in a larger conditional settlement entitled “Miller Cove Road Settlement Agreement” (hereinafter the “Settlement”) signed by Brevard County (hereinafter the “County”) on February 26, 2019 and LTM of Florida Holdings, LLC (hereinafter LTM) on January 31, 2019; and

**WHEREAS**, pursuant to paragraph 5, the Settlement contemplated an abatement or otherwise halting of litigation for six months by both COUNTY and LTM as to BREVARD COUNTY’s Counts I and II and LTM’s Count I of its counter and cross claims; and

**WHEREAS**, the halt was to allow LTM time to work out a pre-annexation and development agreement with the TOWN OF PALM SHORES (hereinafter the TOWN); and

**WHEREAS**, pursuant to paragraph 5, the abatement or otherwise halting of the litigation is renewable by COUNTY and LTM if the TOWN and LTM are continuing to proceed in good faith to reach resolution as required by the Settlement; and

**WHEREAS**, the TOWN has requested that LTM resolve its cross-claims with several other Defendants preparatory to entering a pre-annexation and development agreement with the TOWN; and

**WHEREAS**, LTM continues to actively work to resolve those cross-claims; and

**WHEREAS**, both COUNTY and LTM have otherwise halted their proceedings from the signing of the Settlement Agreement until February 14, 2020 when LTM filed amendments to the COUNT I of its cross and counter-claim; and

**WHEREAS**, LTM has indicated that it is willing to continue to abate or otherwise halt its proceedings for an additional six months to continue to actively work to resolve those cross-claims;

**NOW, THEREFORE,** LTM and BREVARD COUNTY mutually agree as follows, with regards to an extension to paragraph five of the settlement agreement:

1. LTM will not further advance COUNT I of its counter/cross claims and BREVARD COUNTY will not further its COUNT I and II of its amended complaint until after November 7, 2020. LTM is not required to halt COUNTS II, III, IV, V or VI of its cross-claims, but agrees not to move for a court decision in its cross-claims that would decide a legal question posed by COUNT I of its counter and cross claims, or BREVARD COUNTY's COUNT I and II of its amended complaint.
2. Further BREVARD COUNTY and LTM agree that both Parties may participate in any discovery occurring with regards to the cross-claims that bears on LTM's COUNT I or BREVARD COUNTY's COUNT I or II.
3. Further LTM agrees that it will ensure that Court orders/judgments under COUNTs II, III, IV, V and VI of its cross-claims will not include deemed admissions of paragraphs 1-10, 12-53, of LTM's Amended Counterclaim, crossclaim, and third-party complaint against Florida Department of Transportation, absent consent of COUNTY.
4. Further the Parties agree that COUNTY shall have an extension to respond to LTM's amended counter-claim until 30 days after the expiration of this Extension to Paragraph 5 of the Settlement Agreement, which is December 7, 2020.

(Signature Page Follows)

THIS AMENDMENT HAS BEEN VOLUNTARILY MADE AND IS FREE FROM ANY DURESS AND COERCION. THIS AGREEMENT HAS BEEN EXECUTED BY THE UNDERSIGNED PARTIES AFTER THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL AS TO ITS PROVISIONS, SCOPE, EFFECT, AND SUFFICIENCY OF CONSIDERATION AND THE UNDERSIGNED PARTIES REPRESENT THAT IT IS MADE WITH FULL KNOWLEDGE OF ITS PROVISIONS, SCOPE AND EFFECT, THAT THERE IS SUFFICIENT CONSIDERATION FOR THIS AGREEMENT, AND THAT IT IS ENFORCEABLE IN ACCORDANCE WITH ITS TERMS.

LTM OF FLORIDA HOLDINGS, LLC



BY: Mark V. Mattioli

Its Authorized Representative

Dated: 4/16/20

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Scott Ellis, Clerk

\_\_\_\_\_  
By: Bryan Lober, Chair  
(As approved by the Board on \_\_\_\_\_)