

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Key West Division

Case No. 09-10023-CIV-MARTINEZ/BROWN

UNITED STATES OF AMERICA,

Plaintiff,

vs.

TRUMAN ANNEX MASTER PROPERTY
OWNERS' ASSOCIATION,

Defendant.

**STIPULATION FOR ENTRY OF
FINAL JUDGMENT AND PERMANENT INJUNCTION**

Plaintiff, the United States of America (“the United States” or “the Plaintiff”) and the Defendant, Truman Annex Master Property Owners’ Association (“TAMPOA” or “Defendant”), by and through their respective undersigned attorneys, hereby stipulate and agree that based on a Settlement Agreement entered into by the Parties that a judgment may be entered in favor of the Plaintiff and against the Defendant upon the following terms and conditions.

1. TAMPOA admits the jurisdiction of this Court over it and the subject matter of this action, further admits to the service upon it of a Summons and Plaintiff’s Emergency Complaint for Declaratory and Injunctive Relief (“Complaint”) (D.E. 1) and waives the filing of an Answer.

2. The Settlement Agreement entered between the Parties is attached hereto and by reference made a part of this Stipulation as Exhibit 1.

3. The parties hereby stipulate and agree that judgment may be entered in favor of the United States in conformity with the proposed Final Judgment and Permanent Injunction

attached to the Settlement Agreement as Exhibit A.

4. The parties hereby waive the entry of findings of fact and conclusions of law.

5. TAMPOA hereby waives all of its rights of appeal from the Final Judgment and Permanent Injunction in the form attached to the Settlement Agreement as Exhibit A.

6. The United States and TAMPOA agree to each bear its own costs, expenses and attorneys' fees incurred in connection with this action and its settlement.

7. The parties agree that this Stipulation and Settlement Agreement constitutes a complete and full settlement of all claims, of whatsoever nature arising out of the filing of the subject case. This Stipulation and the attached Settlement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior understandings and agreements between them with respect to the subject matter hereof. The provisions of this Stipulation and the Settlement Agreement may be waived, supplemented or amended only by an instrument in writing signed by the parties. The parties further agree that the Settlement Agreement (Exhibit 1) is not intended to expand or limit any of the rights enjoyed by either party under the terms of the Southard Street Easement as more fully described in the Quitclaim Deed recorded in Official Records Book 1005, at pages 78-128 of the Public Records of Monroe County, Florida.

9. Nothing contained in this Stipulation or Settlement Agreement shall limit or waive the Plaintiff's right to enforce its rights under the Southard Street Easement for any encroachment occurring after the date TAMPOA executes this Stipulation or TAMPOA from exercising its rights regarding ownership of Southard Street and the other property owned by TAMPOA.

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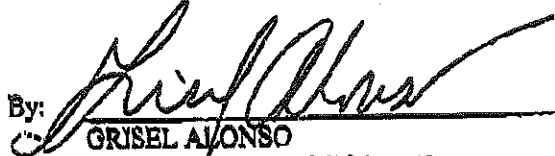
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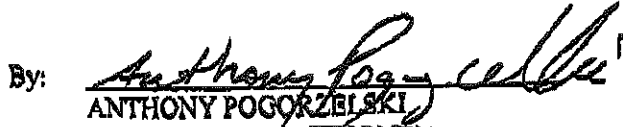
10. The parties further agree that this Court shall retain jurisdiction of this cause for the purpose of enforcing the terms of this Stipulation and Settlement Agreement.

Dated: June 17th, 2009

JEFFREY H. SLOMAN
ACTING UNITED STATES ATTORNEY

By: 

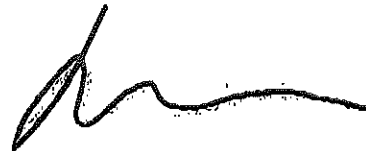
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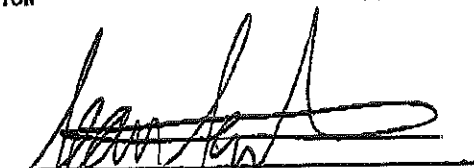
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CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on June 18, 2009, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

s/ Grisel Alonso

GRISEL ALONSO

Assistant United States Attorney

SERVICE LIST

United States of America v. Truman Annex Master Property Owners' Association
Case No. 09-10023-CIV-MARTINEZ/BROWN

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