

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida ("County"), and John Keith and Holly Keith, husband and wife ("the Property Owner"), (collectively, "the parties").

RECITALS

- A. Property owner owns real property subject to one or more easements encumbering the use of the property described in Exhibit A (the "Property"), attached and made a part of this agreement.
- B. County and Property Owner agree that the easements at issue prohibit some or all of the Property Owner's intended use of the Property and must be released to allow the intended use or uses to proceed.
- C. County and Property Owner further agree that releasing or revising and restating the easement or easements as shown in Exhibit B (the "Release of Easement" or "Revised and Restated Easement") constitutes a reasonable and acceptable resolution to the burdens on the Property.
- D. County and Property Owner desire to settle and finalize all differences between them as to all claims arising out of the easement's, or easements', impairment of Property Owner's use or uses of the Property pursuant to the following agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained and described in this agreement, it is agreed as follows:

- 1. County and Property Owner, generally and specifically, intend by executing this agreement to effect a full and final settlement and release of all claims arising out of the described easement or easements including, but not limited to, all claims for damages, costs, disbursements, attorneys' fees and any other remedies in law or equity. And the parties hereby do so release each other. For purposes of this agreement, Property Owner includes his or her family, heirs and assigns.
- 2. The compromises included in this agreement do not constitute an admission of liability or fault by County or Property Owner.
- 3. The County agrees as follows:

To release that certain Conservation Easement dated July 19, 2004 and recorded in OR Book 2514 at Page 678 in the Public Records of Charlotte County, Florida.

To waive the costs associated with the Property Owner's Plat Vacation application described herein.

The Property Owner agrees as follows:

To submit an application to vacate the plat for Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block 187B, HARBOUR HEIGHTS SUBDIVISION SECTION ELEVEN, A REPLAT OF A PORTION OF PART TWO, according to the Plat thereof, recorded in Plat Book 6, Page(s) 13(A) through 13(D), inclusive, of the Public Records of Charlotte County, Florida.

The County and Property Owner understand and agree that the decision to approve or deny the plat vacation shall be solely that of the Board of County Commissioners of Charlotte County, Florida and no provision herein shall require the Board to approve the Plat Vacation application. If the Plat Vacation is denied or otherwise not adopted within 24 months of the date of execution of this agreement, then this agreement shall be automatically rendered null and void.

4. Property Owner, in exchange for the promises made by County, agrees to forever refrain from instituting any other action or making any other demand or claim of any kind for damages of whatever nature arising out of the easement or easements, including any action or demand or claims which could have been asserted based upon them, for damages or losses either known or unknown by the Property Owner, their counsel or any other representative of Property Owner.

5. Property Owner and County acknowledge that this agreement constitutes the entire agreement. The Property Owner and County in making this compromise settlement agreement and release are relying on their own judgment, belief and knowledge, and the advice of their own attorneys, as to all phases of their claims and defenses and are not relying on the representations of any other person or party. It is also agreed and acknowledged that this settlement agreement was drafted jointly by counsel to the parties hereto, and that the undersigned state and represent that they have carefully read the foregoing agreement and know and understand the contents thereof and sign as their own free act.

6. Property Owner understands and agrees that this agreement confers no right to build, no permit, no zoning or planning authorization, or any other development rights except those flowing directly from the released or restated and revised easements and any permits the County has issued or may issue for the Property.

7. Property Owner understands and agrees that this agreement does not authorize or allow any action by Property Owner that violates the Charlotte County Code of Laws and Ordinances (the "Code"), the rules and regulations adopted pursuant to the Code, or any applicable state, federal law, ordinance or regulation.

8. Property Owner and County understand and agree that each party shall pay its own attorney's fees and costs arising under or related to this agreement and its subject matter.

9. Property Owner and County warrant and represent that neither party has sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, obligation, or cause of action arising under or related to this Agreement and its subject matter.

10. Venue for any action arising under or relating to this agreement shall lie in Charlotte County, Florida. The terms and enforcement of this agreement shall be governed by the laws of the State of Florida.

11. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

12. In the event any provision, term or condition of this agreement, on behalf of either party, thereto shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this agreement and

application of such provisions, terms or conditions shall not be affected thereby, and shall be enforced to the fullest extent permitted by law.

13. It is hereby acknowledged by the parties that nothing contained in this Agreement was intended to serve as a waiver of sovereign immunity, as set forth and codified in Section 768.28 of the Florida Statutes, by Charlotte County to which sovereign immunity is applicable in the recovery of damages in tort for money damages against the state or its agencies or subdivision or injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment.

14. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this agreement. None of the parties intend to directly or substantially benefit a third party by this agreement. The parties agree that there are no third-party beneficiaries to this agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of this agreement, or other obligations, whether known or unknown to the parties.

15. Notice under this agreement shall be provided to the parties as follows:

COUNTY

County Administrator  
18500 Murdock Circle  
Port Charlotte FL 33948

With a copy to:

County Attorney  
18500 Murdock Circle  
Port Charlotte FL 33948

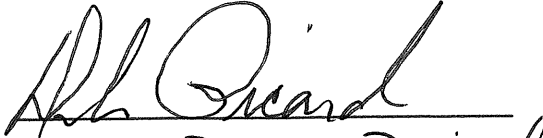
PROPERTY OWNER

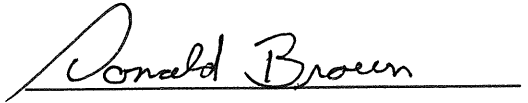
John Keith and Holly Keith  
27163 San Carlos Drive  
Punta Gorda FL 33983

Evidence of delivery and acknowledgment shall constitute sufficient notice under this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the respective dates set forth below.

**WITNESSES:**

  
Printed Name: Debra Picard

  
Printed Name: DONALD BROWN

Signed, sealed and delivered  
in the presence of:

Attest:

Roger D. Eaton, Clerk of Circuit Court  
And Ex-Officio Clerk of the Board of  
County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

**PROPERTY OWNER:**

John Keith  
By:   
John Keith

Holly Keith  
By:   
Holly Keith

Date: 12-4-23

**COUNTY:**

Board of County Commissioners of  
Charlotte County, Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: Chairman

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR23-0863 \_\_\_\_\_

Exhibit "A"

Lots 2 through 17, Block 187B, Harbour Heights Subdivision, Section Eleven, a Replat of a Portion of Part Two, as recorded in Plat Book 6, Pages 13A through 13D, of the public records of Charlotte County, Florida, and also identified with a short legal description of HBH 011 187B 0002 and identified in the Property Appraiser's Records as Parcel ID #402310305003, and more commonly known as 27163 San Carlos Drive, Punta Gorda, FL 33983.

Exhibit "B"

This instrument was prepared by:  
Janette S. Knowlton, County Attorney  
Charlotte County Administrative Complex  
18500 Murdock Circle  
Port Charlotte, Florida 33948

COUNTY DEED

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Charlotte County, a political subdivision of the State of Florida, party of the first part, and John Keith and Holly Keith, husband and wife, owners of record of the underlying real estate, whose mailing address is 27163 San Carlos Drive, Punta Gorda, FL 33983, parties of the second part.

WITNESSETH, that the said party of the first part does hereby acknowledge that the need for the hereinafter described portion of the easement, no longer exists and does hereby release to the parties of the second part, their heirs and assigns forever, all the rights of Charlotte County in and to the following described portion of the easement lying and being in Charlotte County, Florida, to-wit:

Release the Conservation Easement recorded in Official Records Book 2514, Page 678, located on Lots 2 through 7 and Lots 10 through 17, Block 187B, Harbour Heights Subdivision, Section Eleven, a Replat of a Portion of Part Two, as recorded in Plat Book 6, Pages 13A through 13D, of the public records of Charlotte County, Florida, and also identified with a short legal description of HBH 011 187B 0002 and identified in the Property Appraiser's Records as Parcel ID #402310305003, and more commonly known as 27163 San Carlos Drive, Punta Gorda, FL 33983.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FL

By: \_\_\_\_\_  
Stephen Kipa  
Real Estate Services Manager  
Real Estate Services Division  
Per Resolution 2011-473

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

THE FOREGOING INSTRUMENT was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Stephen Kipa, who \_\_\_\_ is personally known to me, or \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public Signature

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Print Notary Name:

My commission expires: \_\_\_\_\_