

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 Stephen Vieira and Debra Vieira, 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 9, 10, 11 and 52 of Block 10, HARBOUR HEIGHTS SUBDIVISION SECTION ONE, according to the Plat thereof, recorded in Plat Book 3, Page(s) 21(A) through 21(D), inclusive, of the Public Records of Charlotte County, Florida.

To pay into escrow \$1,400.00, which is the sum due under the County's Habitat Conservation Plan for the Property Owner's development plan for lot 11. The funds must be received by the Escrow Agent on or before December 30, 2023. The sum held in escrow shall constitute payment received in 2023 for the HCP fee for lot 11 and shall be released to the County immediately if this Agreement is executed by the County's signatory. If the Board rejects this Agreement, then the escrowed funds shall be returned to the Property Owner. The County Administrator or his designee and Property Owner are authorized to enter into an agreement with the Escrow Agent, if necessary, governing the escrowed funds and their disbursement.

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

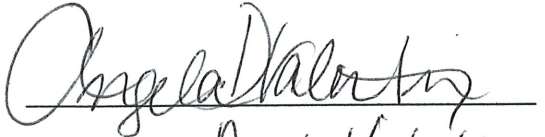
PROPERTY OWNER

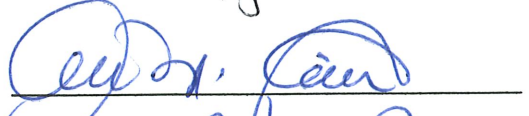
Stephen Vieira and Debra Vieira
2309 Talbrook Ter
Punta Gorda FL 33983

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: Angela Valentin


Printed Name: Araceli M. Guerra

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

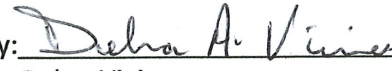
By: _____
Deputy Clerk

PROPERTY OWNER:

Stephen Vieira

By: 
Stephen Vieira

Debra Vieira

By: 
Debra Vieira

Date: December 17th 2023

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 9, 10, 11, and 52, Block 10, Harbour Heights Subdivision, Section One, as recorded in Plat Book 3, Pages 21A through 21D, of the public records of Charlotte County, Florida, and also identified with a short legal description of HBH 001 0010 0009 and identified in the Property Appraiser's Records as Parcel ID #402315329005, and more commonly known as 2289 Talbrook Terrace, 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 Stephen Vieira and Debra Vieira, husband and wife, owners of record of the underlying real estate, whose mailing address is 2309 Talbrook Terrace, 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 9, 10 and 11, Block 10, Harbour Heights Subdivision, Section One, as recorded in Plat Book 3, Pages 21A through 21D, of the public records of Charlotte County, Florida, and also identified with a short legal description of HBH 001 0010 0009 and identified in the Property Appraiser's Records as Parcel ID #402315329005, and more commonly known as 2289 Talbrook Terrace, 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: _____