

SETTLEMENT AGREEMENT

This Settlement Agreement is made this 4th day of ~~March~~ ^{April}, 2018, between Mr. Gregory S. Porter ("Mr. Porter") and The Heritage Oaks Home Owners, Inc. (the "Association").

RECITALS

Whereas, Mr. Porter is the owner of Lot 83 and a portion of Lot 84 of HERITAGE OAKS according to the plat recorded in Plat Book 7, Page 10, Martin County, Florida, public records, more particularly described on Exhibit "A" to this Settlement Agreement (the "Porter Property");

Whereas, Mr. Porter and the Association have conflicting claims to certain property labeled as the Marsh on the plat of Heritage Oaks' Subdivision, recorded in Plat Book 7, Pages 10-17 (the "Marsh") by virtue of quitclaim deeds recorded in Official Records Book 712, Page 737, and Official Records Book 2936, Page 2336, Martin County, Florida, public records, respectively;

Whereas, the Marsh lies immediately adjacent to the Porter Property; and

Whereas, the parties wish to settle and resolve all claims related to or arising out of the Marsh area and the Porter Property between each other, including, without limitation, establishing undisputed ownership to respective portions of the Marsh area, and establishing with finality all of the improvements constructed on the Porter Property and any portion of the Marsh as of the date of this Settlement Agreement.

NOW, THEREFORE, Mr. Porter and the Association, for ten dollars (\$10.00) and other good and valuable consideration, in hand paid by the parties to each other, the receipt of which is hereby acknowledged, agree as follows:

1. **Recitals.** The Recitals above are true and correct.
2. **Payment by Mr. Porter.** Mr. Porter shall deliver a check to the Association for fifteen thousand dollars (\$15,000.00) made payable to the Association within thirty (30) days of the date this Settlement Agreement is executed by all of the parties (the "Effective Date").
3. **Exchange of Quitclaim Deeds.** Within fifteen (15) days of the Effective date Mr. Porter shall execute the Quitclaim Deed the form of which is attached to this Settlement Agreement as Exhibit "B," and the Association shall execute the Quitclaim Deed the form of which is attached to this Settlement Agreement as Exhibit "C," and each party shall deliver the Quitclaim Deeds to the grantees. After the execution, delivery, and recording of the respective Quitclaim Deeds, the portion of the Marsh kept by Mr. Porter shall be referred to as the Porter Addition and the portion of the Marsh owned by the Association shall be referred to as the Association's Marsh. In addition to the Quitclaim Deed from the Association from Mr. Porter, within fifteen (15) days of the Effective Date, the Association shall pass a resolution of its Board of Directors specifically authorizing the President of the Association to execute and deliver the Quitclaim Deed to Mr. Porter, and shall provide Mr. Porter with

a copy. The form of the resolution shall be as set forth on Exhibit "D" to this Settlement Agreement.

4. **Association Approval of Porter Improvements.** As soon as reasonably practicable, but no later than sixty (60) days following the full execution of this Settlement Agreement by both parties, the Association, and any architectural review committees, or other affiliates of the Association with power to do so, shall authorize, approve, ratify, and permit all of the existing improvements on the Porter Property and the Porter Addition, including the house, existing fence¹, retaining wall, gazebo, tiki hut, grill, pool, stairs, dock and mailbox.

5. **Joinder and Support of Mr. Porter's Application to Martin County.** The Association shall join in, support, ratify, and approve Mr. Porter's application for a development permit or other resolution or approval from Martin County for the improvements currently located on the Porter Addition. The Association agrees to sign any documents which are reasonably necessary in connection with such request and which are prepared by either Mr. Porter or

¹The Association expressly agrees fences may be constructed on the Porter Property and/or the Porter Addition provided the design of the fences complies with the Association's architectural standards, appropriate set-back and landscaping requirements, and provided Mr. Porter submits the required Application and any other documentation which owners are required to submit. Further, the approval referenced in article 4 regarding the house and pool only includes the existing improvements and does not include approval of any plans currently submitted or to be submitted to the association regarding improvements or modifications in the future.

Martin County. In addition, if necessary, the Association is willing to have a representative attend one (1) hearing before Martin County.

6. **General Releases.** Within five (5) days of the Effective Date, Mr. Porter and the Association shall execute and deliver general releases to each other, in the form attached as Composite Exhibit "E."

7. **Full Agreement.** The Parties declare and represent that no promise, endorsement or agreement not herein expressed has been made and that this Settlement Agreement contains the entire agreement between the Parties hereto and that the terms of this Settlement Agreement are contractual and not mere recitals.

8. **No Representation.** The Parties have not relied and will not rely on any representation or statement with respect to the facts involved in this controversy or with regard to the Parties' rights or asserted rights. The Parties hereby assume the risk of any mistake of fact with regard to this settlement or with regard to any of the facts which are now unknown.

9. **Legal Capacity.** The Parties further warrant and represent that they have the legal capacity to execute this Settlement Agreement and that no other person or entity has any interest in the matters released herein, and that the Parties have not assigned, transferred or purported to assign or transfer to any person or entity all or any portion of the matters released.

10. **Binding Effort.** This Settlement Agreement is binding upon and shall inure to the parties and their affiliates and their respective representatives, divisions, agents, employees, brokers, directors, officers,

assigns, successors and attorneys and shall be binding on and their heirs, estates, assigns, representatives and successors.

11. **Free Will.** The Parties acknowledge that they have the right to consult counsel of their choosing and that they have either done so or elected not to do so of their own choice and free will. The Parties also acknowledge that they have had an opportunity and have provided meaningful input into the drafting of this Settlement Agreement and there will be no construction against any drafter.

12. **Counter Parts.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that each party is not signatory to the original or the same counterpart. Facsimile signatures shall be deemed as effective as original signatures.

13. **Fees and Costs.** The Parties agree that they shall each be responsible for and bear their own attorney fees and any other costs related to the dispute.

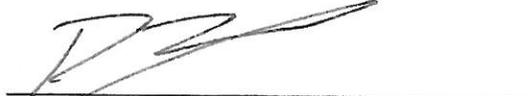
14. **Prevailing Party Fees and Costs.** In any action or proceeding arising out of this Settlement Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses, including reasonable attorneys' fees, incurred as a result of such action or proceeding.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed and delivered this Settlement Agreement the date written above.



GREGORY S. PORTER

Date: ~~March~~ 4, 2018
April



Witness Signature

Print Name: Rob Totolo

THE HERITAGE OAKS HOME
OWNERS, INC.

By: 

As its President

Date: ~~March~~ 4, 2018
April



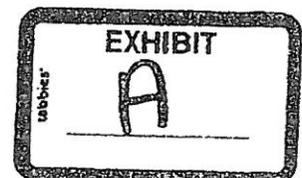
Witness Signature

Print Name: Diane Mangold

EXHIBIT "A"

Lot 83 Block A, HERITAGE OAKS, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida, recorded in Plat Book 7, Page 10.

TOGETHER WITH the following described portion of Lot 84, according to said plat; BEGIN at a point on the East line of said Lot 83, said point being 136.34 feet Southerly from, as measured along said East line, the Northeast corner of said Lot 83; thence continue Southerly and radially along said East line, a distance of 43.66 feet to the Southerly corner common to said Lots 83 and 84, said corner also being the beginning of a non-tangent curve, concave to the North, having a radius of 180.00 feet and a central angle of $16^{\circ} 23' 26''$; thence continue Easterly along the arc of said curve and Southerly line of said Lot 84 a distance of 51.49 feet to a point; thence departing said Southerly line, North $75^{\circ} 00' 52''$ West, a distance of 62.46 feet to the POINT OF BEGINNING.



This Instrument Prepared by:
Tim B. Wright
Wright, Ponsoldt & Lozeau
Trial Attorneys, L.L.P.
1002 SE Monterey Commons Boulevard
Suite 100
Stuart, Florida 34996

SPACE ABOVE LINE FOR PROCESSING AND RECORDING INFORMATION

“THIS DEED PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION”

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 4th day of April, 2018, by Gregory S. Porter, a single man, whose post office address is 10482 SE Banyan Way, Tequesta, Florida 33469, first party, to The Heritage Oaks Home Owners, Inc., whose post office address is 18000 SE Heritage Drive, Tequesta, Florida 33469, second party*:

WITNESSETH, that the said first party, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to the said first party in hand paid by the said second party, the receipt of which is hereby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claims and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in Martin County, Florida, to wit:

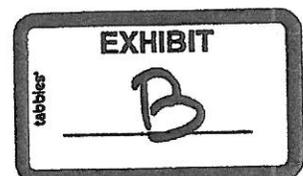
See attached Exhibit “A.”

Subject to restrictions, reservations, easements, and limitations of record, and all taxes and assessments.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the other proper use, benefit and behalf of the said second party.

* (Wherever used herein, the terms “first party” and “second party” shall include singular and plural, heirs, legal representative, and assigns of individuals, and the successors and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

The preparer of this instrument was neither furnished with, nor requested to review, an abstract of title on the described property and therefore expresses no opinion as to the condition of title.



IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

In the presence of:

[Signature]
Witness #1 Signature

[Signature]
GREGORY S. PORTER, a single man

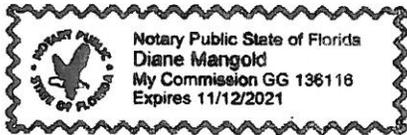
Rob Totalo
Witness #1 Printed Name

[Signature]
Witness #2 Signature

WILLIAM SAVARISE
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Quit-Claim Deed was acknowledged before me this 4th day of April, 2018, by GREGORY S. PORTER, a single man, who is personally known to me, or has produced _____ as identification, and who did (not) take an oath.



[Signature]
Notary
Printed Name: Diane Mangold
I am a Notary Public of the State of Florida
having a commission number of GG 136118
and my commission expires: 11/12/21

**DESCRIPTION & SKETCH
PREPARED FOR:
GREGORY PORTER**

**"MARSH"
HERITAGE OAKS**

LEGAL DESCRIPTION

THE "MARSH", AS SHOWN ON THE PLAT OF HERITAGE OAKS, RECORDED IN PLAT BOOK 7, PAGE 10, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LESS AND EXCEPT THE DESCRIBED PARCEL:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83, BLOCK A, AS SHOWN ON SAID PLAT; THENCE SOUTH 23° 35' 35" WEST, ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 83, BLOCK A, A DISTANCE OF 15.25 FEET; THENCE SOUTH 59° 34' 52" EAST, A DISTANCE OF 142.99 FEET; THENCE NORTH 86° 30' 23" EAST, A DISTANCE OF 30.26 FEET; THENCE NORTH 57° 42' 41" EAST, A DISTANCE OF 27.76 FEET; THENCE NORTH 28° 47' 25" EAST, A DISTANCE OF 75.70 FEET TO A POINT ON THE NORTH LINE OF SAID "MARSH"; THENCE ALONG SAID NORTH LINE, SOUTH 69° 24' 00", A DISTANCE OF 41.55 FEET TO A POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 44° 11' 35"; A DISTANCE OF 138.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66° 24' 25" WEST, A DISTANCE OF 36.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.084 ACRES OR 90781 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: DECEMBER 19, 2017

LIDBERG LAND SURVEYING, INC.

ABBREVIATIONS:

POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
ORB - OFFICIAL RECORD BOOK

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613



LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

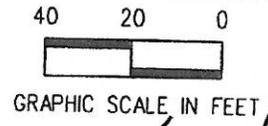
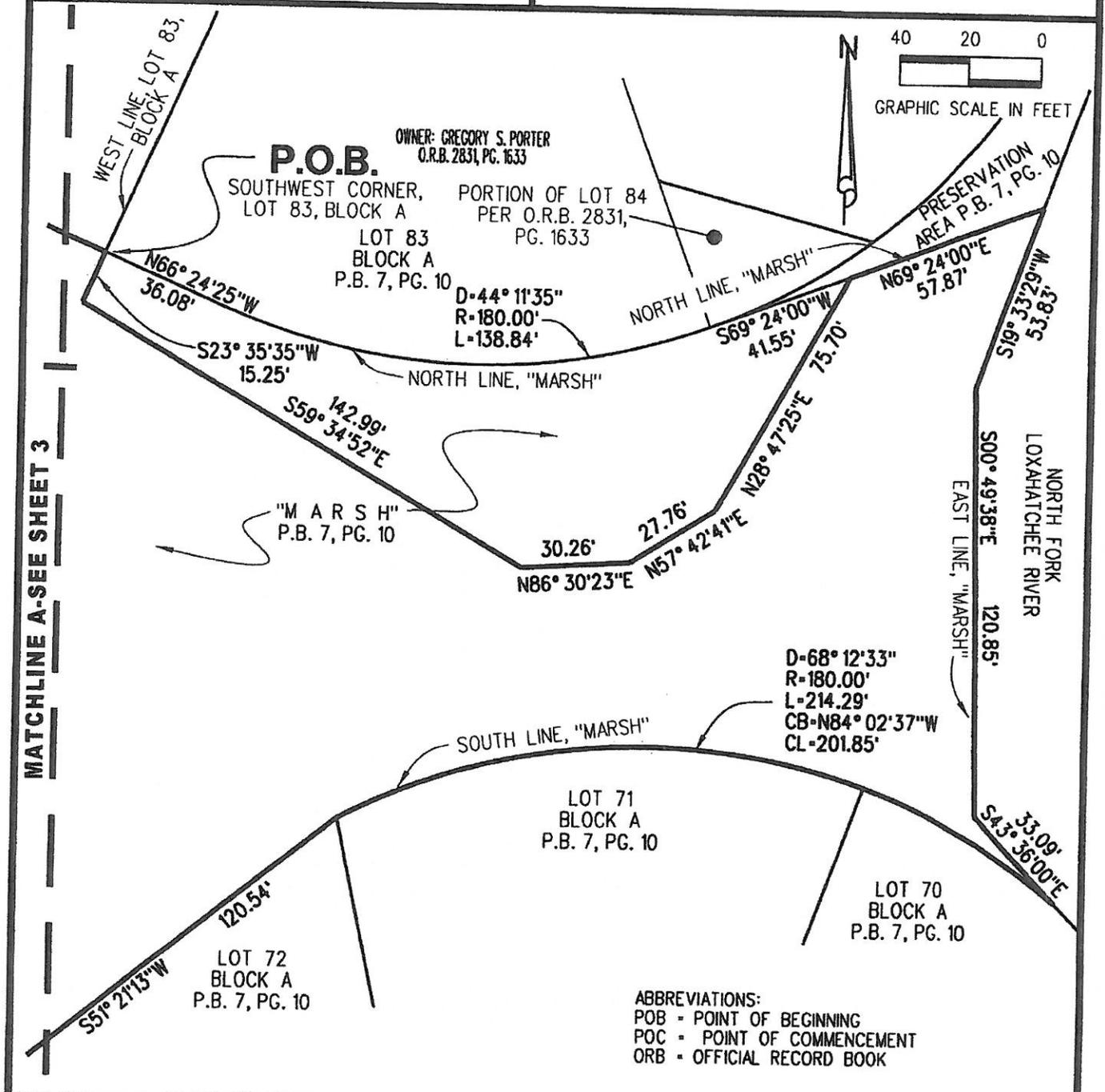
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OFF.	L.J.C.	-	-	DATE	12/19/17
CKD.	D.C.L.	SHEET	1 OF 4	DWG.	A16-082B

**DESCRIPTION & SKETCH
PREPARED FOR:
GREGORY PORTER**

**"MARSH"
HERITAGE OAKS**



MATCHLINE A-SEE SHEET 3

ABBREVIATIONS:
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**LIDBERG LAND
SURVEYING, INC.**

LB4431 675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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CKD.	D.C.L.	SHEET	2 OF 4
		JOB	16-082-303
		DATE	12/19/17
		DWG.	A16-082B

This Instrument Prepared by:
Tim B. Wright
Wright, Ponsoldt & Lozeau
Trial Attorneys, L.L.P.
1002 SE Monterey Commons Boulevard
Suite 100
Stuart, Florida 34996

SPACE ABOVE LINE FOR PROCESSING AND RECORDING INFORMATION

“THIS DEED PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION”

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 3rd day of April, 2018, by The Heritage Oaks Home Owners, Inc. a/k/a Heritage Oaks Home Owners, Inc. a/k/a The Heritage Oaks Homeowner's Association a/k/a Heritage Oaks Homeowners Association, whose post office address is 18000 SE Heritage Drive, Tequesta, Florida 33469, first party, to Gregory S. Porter, a single man, whose post office address is 10482 SE Banyan Way, Tequesta, Florida 33469, second party*:

WITNESSETH, that the said first party, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to the said first party in hand paid by the said second party, the receipt of which is hereby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claims and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in Martin County, Florida, to wit:

See attached Exhibit “A.”

Subject to restrictions, reservations, easements, and limitations of record, and all taxes and assessments.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the other proper use, benefit and behalf of the said second party.

* (Wherever used herein, the terms “first party” and “second party” shall include singular and plural, heirs, legal representative, and assigns of individuals, and the successors and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

The preparer of this instrument was neither furnished with, nor requested to review, an abstract of title on the described property and therefore expresses no opinion as to the condition of title.



IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

In the presence of:

William Savarese
Witness #1 Signature

WILLIAM SAVARESE
Witness #1 Printed Name

Rob Totalo
Witness #2 Signature

Rob Totalo
Witness #2 Printed Name

The Heritage Oaks Home Owners, Inc.
a/k/a Heritage Oaks Home Owners, Inc.
a/k/a The Heritage Oaks Homeowners'
Association a/k/a Heritage Oaks
Homeowners Association

By: *Walter Hackenjos*
Its: PRESIDENT

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Quit-Claim Deed was acknowledged before me this 3rd day of April, 2018, by Walter Hackenjos as President of The Heritage Oaks Home Owners, Inc. a/k/a Heritage Oaks Home Owners, Inc. a/k/a The Heritage Oaks Homeowner's Association a/k/a Heritage Oaks Homeowners Association., who is personally known to me, or () has produced _____ as identification, and who did (not) take an oath.



Diane Mangold
Notary
Printed Name: Diane Mangold
I am a Notary Public of the State of Florida
having a commission number of GG 138118
and my commission expires: 11/12/21

**DESCRIPTION & SKETCH
PREPARED FOR:
HERITAGE OAKS
HOMEOWNER'S ASSOCIATION**

**HERITAGE OAKS
"MARSH"**

LEGAL DESCRIPTION

A PARCEL OF LAND, LYING IN A PORTIONS OF "MARSH", AS SHOWN ON THE PLAT OF HERITAGE OAKS, RECORDED IN PLAT BOOK 7, PAGE 10, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 83, BLOCK A, AS SHOWN ON SAID PLAT; THENCE SOUTH 23° 35' 35" WEST, ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 83, BLOCK A, A DISTANCE OF 15.25 FEET; THENCE SOUTH 59° 34' 52" EAST, A DISTANCE OF 142.99 FEET; THENCE NORTH 86° 30' 23" EAST, A DISTANCE OF 30.26 FEET; THENCE NORTH 57° 42' 41" EAST, A DISTANCE OF 27.76 FEET; THENCE NORTH 28° 47' 25" EAST, A DISTANCE OF 75.70 FEET TO A POINT ON THE NORTH LINE OF SAID "MARSH"; THENCE ALONG SAID NORTH LINE, SOUTH 69° 24' 00", A DISTANCE OF 41.55 FEET TO A POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 44° 11' 35"; A DISTANCE OF 138.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66° 24' 25" WEST, A DISTANCE OF 36.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,815 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: SEPTEMBER 20, 2017

LIDBERG LAND SURVEYING, INC.

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

ABBREVIATIONS:

- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- ORB - OFFICIAL RECORD BOOK

12/19/17 REVISE LEGAL & SKETCH 16-082-303A L.J.C.



LB4431

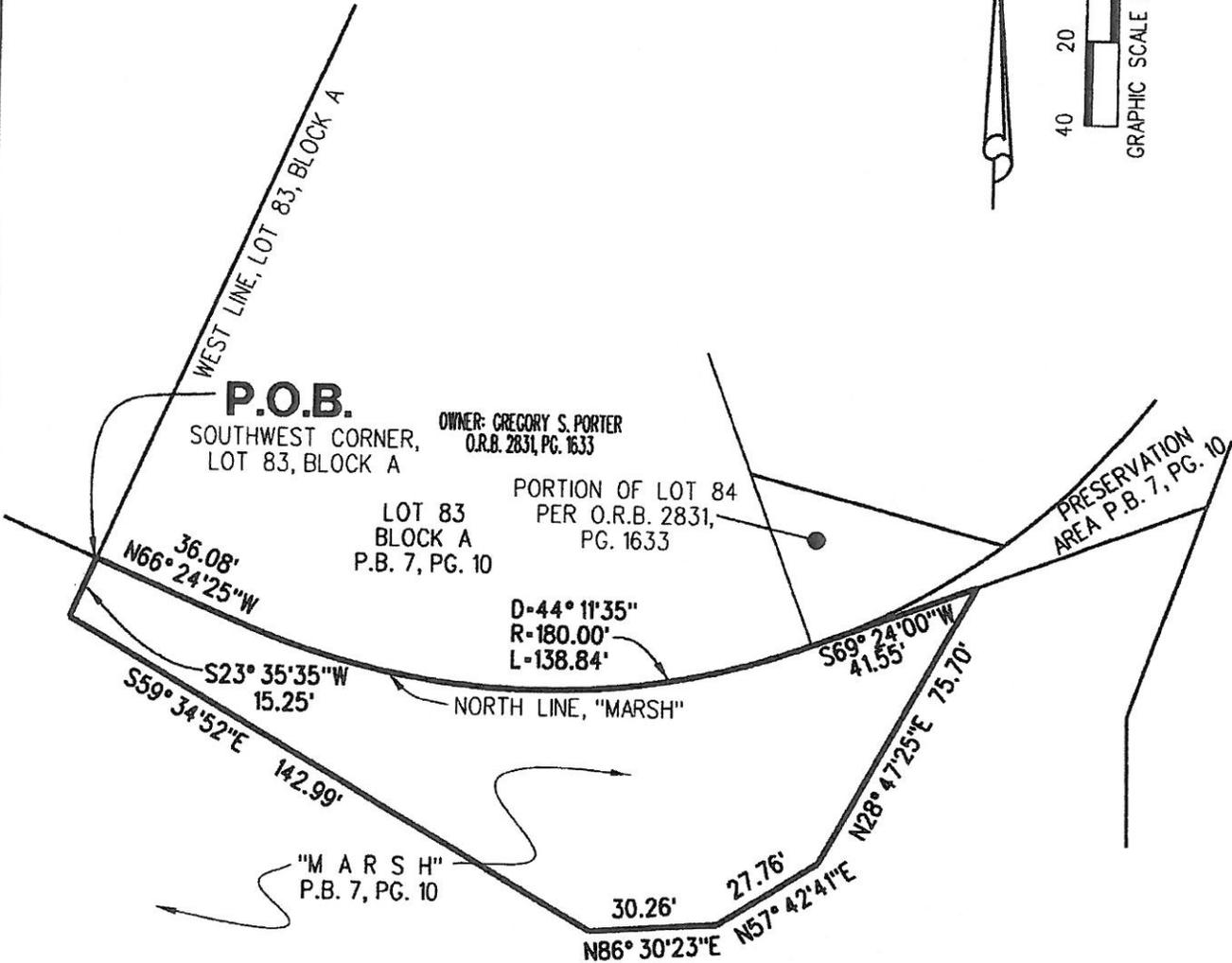
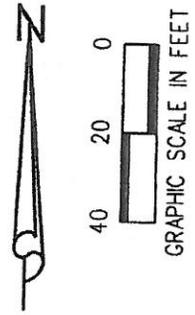
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OFF.	L.J.C.	-	-	DATE	09/20/17
CKD.	D.C.L.	SHEET	1 OF 2	DWG.	A16-082A

**DESCRIPTION & SKETCH
 PREPARED FOR:
 HERITAGE OAKS
 HOMEOWNER'S ASSOCIATION
 HERITAGE OAKS
 "MARSH"**



ABBREVIATIONS:
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**LIDBERG LAND
 SURVEYING, INC.**

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REF.			
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OFF. L.J.C.	-	DATE 09/20/17	
CKD. D.C.L.	SHEET 2 OF 2	DWG. A16-082A	

THE HERITAGE OAKS HOME OWNERS, INC.

WRITTEN CONSENT

Pursuant to Section 617.0821, Florida Statutes, the Board of Directors unanimously consents to authorizing the President of the Association to execute and deliver the attached Quit-Claim Deed to Mr. Gregory S. Porter, pursuant to the Settlement Agreement between the Association and Porter.

<u>Walt Hachenjos</u> Director	<u>4/3/18</u> Date
<u>Bill Ouyt</u> Director	<u>4/3/18</u> Date
<u>Jan Thomson</u> Director	<u>4/3/18</u> Date
<u>Richard J. Huelke</u> Director	<u>4/3/18</u> Date
<u>[Signature]</u> Director	<u>4/3/18</u> Date
<u>Philip C. Danford</u> Director	<u>4/3/18</u> Date

EXHIBIT "D"

GENERAL RELEASE

The undersigned, GREGORY S. PORTER, a single man ("Releasor"), hereby remises, releases, acquits, satisfies, and forever discharges The Heritage Oaks Home Owners, Inc., Walter Hackenjoes, Jeffrey Flit, Philip Danford, Joan Thomson, Richard Hudak, Brett Quigley, Patrick Dolan, Barbara Bowman, Suzanne Barba, and Ed Simmons ("Releasees"), of and from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, defenses, variances, trespasses, damages, judgments, liabilities, executions, claims and demands whatsoever, in law or in equity which Releasor ever had, now has, can, shall, or may have, against Releasees for or by reason of any matter, cause, or thing whatsoever, whether known or unknown, fixed or contingent, from the beginning of the world to the day of these presents.

DATED as of this 4th day of April, 2018.

RELEASOR:


GREGORY S. PORTER, a single man



GENERAL RELEASE

The undersigned, The Heritage Oaks Home Owners, Inc. a/k/a Heritage Oaks Home Owners, Inc. a/k/a The Heritage Oaks Homeowner's Association a/k/a Heritage Oaks Homeowners Association ("Releasor"), hereby remises, releases, acquits, satisfies, and forever discharges Gregory S. Porter, as single man ("Releasee"), of and from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, defenses, variances, trespasses, damages, judgments, liabilities, executions, claims and demands whatsoever, in law or in equity which Releasor ever had, now has, can, shall, or may have, against Releasee for or by reason of any matter, cause, or thing whatsoever, whether known or unknown, fixed or contingent, from the beginning of the world to the day of these presents.

DATED as of this 4 day of ^{April} ~~March~~, 2018.

RELEASOR:

**The Heritage Oaks Home Owners, Inc.
a/k/a Heritage Oaks Home Owners, Inc.
a/k/a The Heritage Oaks Homeowner's
Association a/k/a Heritage Oaks
Homeowners Association**


By: WALTER HACKEPPOS
Its: PRESIDENT