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STATUTORY PRE-SUIT MEDIATION

**PAAR ESTATES AT SAWGRASS
LAKES PROPERTY OWNERS ASSOCIATION, INC.**

vs. Mediation Date: March 19, 2021 and April 15, 2021




**JOHN D. RYNARD AND SUSIE RYNARD and
PAAR ESTATES DEVELOPING LLC**

MEDIATED SETTLEMENT AGREEMENT

The parties to this Mediated Settlement Agreement (hereinafter "Agreement"), are **Paar Estates at Sawgrass Lakes Property Owners Association, Inc.**, (hereinafter "Association"), **JD Rynard Construction, Inc.** and **John D. Rynard and Susie Rynard**, individually, and **Paar Estates Developing LLC** (hereinafter collectively "Rynard/Developer"). The parties ("Parties") participated in pre-suit mediation pursuant to Section 720.3055, Florida Statutes, on March 19, 2021 and April 15, 2021, before Leif Grazi, Certified Mediator, and agree as follows:

1. Rynard/Developer shall pay the total sum of \$100,000.00 ("Settlement Funds") to the Association as full and final payment for all past due assessments, late fees, attorney's fees and costs, and Required Improvements, in the following manner:

- A. \$50,000.00 in a single lump sum on or before May 31, 2021 ("Initial Payment"). The Initial Payment shall be made to Gonano & Harrell Trust and shall be held in trust until all of the following have occurred: (i) approval of this settlement by the City of Port St. Lucie; (ii) approval of the lifting of the permit freeze on all lots owned by Rynard/Developer or its successors or assigns contingent upon release of the Initial Payment to Association; and (iii) expiration of any appeals period of said approval. An escrow agreement attached as Exhibit "A" shall also be signed by the parties and Gonano & Harrell.
- B. \$50,000.00 shall be secured by a first mortgage on Lot 38 of Sawgrass Lakes Phase 3A, a subdivision according to the plat thereof recorded in Plat Book 45, Pages 15 through 17 Public Records of St. Lucie County, Florida ("Mortgage"). The Mortgage will be recorded within fifteen (15) days following execution of this Agreement. The Mortgage must be paid in full upon the sale of Lot 38 or on the 12th month following execution of the Mortgage by Rynard/Developer, whichever shall occur first. The first mortgage closing costs and document taxes will be paid 50/50 by the Association and Rynard/Developer. The first mortgage shall be interest-free, contain standard provisions for a first mortgage in St. Lucie County and shall have no pre-payment penalty. Upon full payoff of the Mortgage, Association shall be required to provide a release and satisfaction for recording to Rynard/Developer, its heirs, successors or assigns which release and satisfaction shall be recorded in the Public Records of St. Lucie County, Florida. As used herein the term "first mortgage" means the senior mortgage which by reason of its position, has priority over all other encumbrances except real property taxes.

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C. The Settlement Funds shall only be used by the Association to complete the development requirements in the PUD, including but not limited to the installation of trees, road paving and the entry gate and shall also constitute full and final payment for all assessments, late fees, attorney’s fees and costs associated with collection of assessments from Rynard/Developer through June 30, 2021.

2. Upon receipt of the Initial Payment provided for in Section 1.A. above into escrow, the Association shall notify the City of Port Saint Lucie, the County of Saint Lucie and all relevant governmental divisions and agencies thereof (collectively “Government Agencies”) within three (3) business days that the dispute between Association and Rynard/Developer has been resolved and that pursuant to the settlement between the parties, Rynard/Developer will be released and/or has fulfilled all Developer obligations relevant to the development of Paar Estates. The Association shall cooperate with all reasonable requests to facilitate the removal of all permit freezes on Rynard/Developer owned lots. Counsel for each party shall be copied on all correspondence from each party to the Governmental Agencies and each party shall provide the other with all communications from Governmental Agencies not sent to the other party. This Agreement may be presented to the City of Port St. Lucie by either party upon request by the City of Port St. Lucie or to provide proof of settlement between the parties.

3. Upon receipt of the fully executed and recorded Mortgage which has been recorded in the Public Records of St. Lucie County, Florida and release of the Initial Payment provided for in Section 1.A. above from escrow to the Association c/o its counsel Goede, Adamczyk, DeBoest & Cross, PLLC the Association shall within three (3) business days thereof: (a) release all assessment liens through June 30, 2021 for all Lots currently owned by Rynard/Developer; (b) file the necessary lien release/satisfactions for all claims of lien in the Public Records of St. Lucie County, Florida ; and (c) notify the Government Agencies that it has received the Initial Payment, that any contingency in place for the permanent lift of the permit freeze has been met and further inform the Government Agencies that permits can and should be issued forthwith and without delay for the lots owned by Rynard/Developer, its successors or assigns.

4. Rynard/Developer acknowledges it/they must pay full assessments on all Lots from July 1, 2021, forward like all other Lot owners in amounts set forth by the governing documents of the Association, which, for all vacant lots, equates to .33 of a regular assessment amount and no charges for cable television and, in the event of non-payment, are subject to all lien rights of the Association pursuant to Section 720.3085, Florida Statutes without regard to any provisions in the Declaration to the contrary.

5. Upon the sale of the last lot owned by Rynard/Developer, Rynard/Developer shall release and waive all Developer rights under the Declaration of Covenants and Restrictions recorded at OR Book 2164, Page 2953 et seq., Public Records of Saint Lucie County, Florida and the Articles of Incorporation and Bylaws of Paar Estates at Sawgrass Lakes Property Owners Association, Inc.

6. Rynard/Developer has turned over all documents required by Florida Statute 720.307(4) to Association’s management company, except blueprints for houses built in the Association which blueprints will be turned over before expiration of the appeals period referenced in item 1(A)(iii) above.

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7. Rynard/Developer shall have no further obligation to carry out any infrastructure repairs or maintenance or infrastructure improvements in Association, including but not limited to the final lift of asphalt, installation of entry gate and installation of trees, or other improvements as required by the Government Agencies or the original plat for the Association ("Required Improvements"). Association, by execution of this Agreement, shall assume all responsibilities for infrastructure improvements in Association and Rynard/Developer shall be treated as all other regular lot owners are treated in the Association. To the extent it owns or has the ability to convey any interest in the common areas to Association, Rynard/Developer shall do so by delivering a quit-claim deed to the Association within 30 days after the sale of its last lot in the Association.

8. Each party shall bear its own attorney's fees and costs incurred in these matters and in relation to the work performed by counsel for the parties to draft the Mortgage and obtain a lift of the permit freeze from the City of Port St. Lucie on Rynard/Developer owned lots.

9. **Entire Agreement.** This Settlement Agreement sets forth the entire understanding of the parties and no verbal or written warranties or representations have been made or have been relied upon which do not appear in writing within this Agreement. Any reliance on verbal or other representations that do not appear within this Agreement shall be deemed unjustifiable reliance. The parties hereby agree that no representations that do not appear within this Agreement have been made to induce them to enter into this Agreement. The parties further agree and acknowledge that they have not relied upon and cannot justifiably rely upon any representations or information that is not specifically contained in this Agreement. Moreover, each party hereto is represented by that party's own counsel (or has had the opportunity to confer with counsel of their own choosing) and has had the benefit of such counsel's advice in reviewing, commenting upon, and modifying this Agreement.

10. **Mutual Release.** Upon completion of the covenants and agreements contained herein, the Parties, joined by JD Rynard Construction, Inc., do hereby release, acquit and forever discharge each other and each of their respective parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns and clients, along with the officers, directors, partners, members, shareholders, employees, agents, attorneys and representatives, if any, from any and all charges, claims, actions, causes of action, demands, complaints, liabilities, liens, obligations, promises, controversies, damages, suits, rights, costs, commissions, losses, debts, or expenses (including attorney's fees and costs) of any kind and character whatsoever, whether known or unknown, fixed or contingent, suspected or unsuspected, which the parties may have had, may now have, or may hereafter have, arising from the beginning of time to the date of this Agreement arising out of from, under, or in any way connected to the past due assessments, Common Area, Required Improvements or other matters contained herein between the parties. The foregoing notwithstanding this Mutual Release does not release any claims that individual Lot owners in Paar Estates may have against Rynard/Developer or JD Rynard Construction, Inc., for the purchase of their Lot or the construction of the improvements on their Lot.

11. **Modification of Agreement.** This Agreement may not be amended or modified except by written instrument signed by all of the parties hereto, and the parties agree that this provision may not be waived except in writing.

12. **Waiver.** The rights of the parties under this Agreement are to be considered cumulative, and the failure on the part of any party to exercise or enforce properly or promptly any rights arising out of this Agreement shall not operate to forfeit or serve as a waiver of any of those or other rights.

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 The initials 'EM' are written in blue ink. To the right, there are two blue boxes containing the initials 'JD' and 'SR' respectively, with 'PS' written above each box.

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The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

13. **Interpretation.** The parties hereto agree that in the event of any dispute as to the precise meaning of any term or provision contained herein, the principle of construction and interpretation that written documents are to be construed against the party preparing the same shall not be applicable. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

14. **Time is of the Essence.** Time is of the essence as to all dates and time periods in this Agreement.

15. **Headings.** The headings used in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provision in it.

16. **Assignment.** This Agreement may not be assigned or delegated by either party without the prior written consent of the other party.

17. **Severability.** If any provision of this Agreement shall be held by a Court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, whether on its face or as applied, the remaining provisions shall remain in full force and effect.


18. **Benefit and Binding Effect on Successors in Interest.** This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors, and assigns, including, but not limited to, any subsequent purchasers. A copy hereof shall be as binding as the executed original. A copy of this Agreement may be recorded in the Public Records of St. Lucie County, Florida, in reference to the property known as Paar Estates as more particularly described in O. R. Book 2164, Page 2953, of the Public Records of St. Lucie County, Florida.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, without regard to its principles of conflicts of law. Venue shall lie in St. Lucie County Florida.

20. **Attorneys' Fees.** In any litigation arising out of or relating to this Agreement, or to the interpretation or enforcement hereof, the prevailing party shall be entitled to recover the prevailing party's attorney's fees and costs from the non-prevailing party at the trial and at all appellate levels, including all attorney's fees and costs incurred prior to the execution of this Agreement.

21. **No Assignment of Rights.** The parties represent and warrant that neither has assigned any of the rights related to the Job or the Debt.

22. **Authorized Signatories.** All signatories hereto hereby warrant, represent and affirm that they have the authority to enter into this Agreement.

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23. **Waiver Of Jury Trial.** The parties hereby waive, to the fullest extent permitted by law, the right to trial by jury in any action, proceeding or counterclaim filed by either party, relating directly or indirectly to this Agreement or any acts or omissions of either party in connection therewith.

24. **Mediation.** Prior to the institution of any litigation for a default hereunder, the Parties shall be required to mediate. The Parties shall utilize Leif Grazi, Esq. for any such mediation, unless he is no longer alive or actively mediating cases, in which case Rynard/Developer shall propose three (3) certified civil mediators to Association and Association shall pick a mediator from said list. The Parties shall split the costs of any such mediation.


IN WITNESS WHEREOF, the parties have hereunto executed this Mediated Settlement Agreement. The last date shown below shall constitute the date of the Agreement.

**PAAR ESTATES AT SAWGRASS
LAKES PROPERTY OWNERS
ASSOCIATION, INC.**

Sign By: 
Print: Elizabeth Milardo
Title: President

Date: June 2, 2021

**JOHN D. RYNARD AND SUSIE
RYNARD, JD RYNARD
CONSTRUCTION, INC. AND PAAR
ESTATES DEVELOPING, LLC.**

DocuSigned by:

Sign By: _____
Print: John D. Rynard as managing member
of Paar Estates Developing, LLC and
President of JD Rynard Construction, Inc.

6/2/2021
Date: _____, 2021


JD RYNARD CONSTRUCTION, INC.


DocuSigned by:

Sign: _____
John D. Rynard, President
Date: 6/2/2021, 2021

DocuSigned by:

Sign: _____
John D. Rynard
Date: 6/2/2021, 2021

DocuSigned by:

Sign: _____
Susie Rynard
Date: 6/2/2021, 2021

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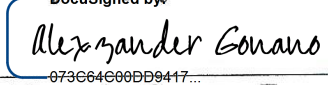
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**GOEDE, ADAMCZYK,
DeBOEST & CROSS, PLLC
Attorneys for Association**

By: _____
Richard D. DeBoest, Esquire
Florida Bar Number 989940

Date: _____, 2021




**GONANO & HARRELL, PA
Attorneys for Rynard/Developer**

By:  _____
Alexander Gonano

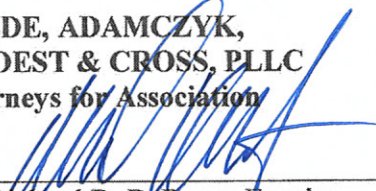
Alexander Gonano, Esq.
Florida Bar No.

6/2/2021

Date: _____, 2021

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**GOEDE, ADAMCZYK,
DeBOEST & CROSS, PLLC**
Attorneys for Association

By: 
Richard D. DeBoest, Esquire
Florida Bar Number 989940

Date: 6/2/, 2021

GONANO & HARRELL, PA
Attorneys for Rynard/Developer

By: _____
Alexander Gonano, Esq.
Florida Bar No.

Date: _____, 2021

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this 2nd day of June 2021 by and between **Paar Estates at Sawgrass Lakes Property Owners Association, Inc.**, (hereinafter "Association"), **JD Rynard Construction, Inc.** and **John D. Rynard and Susie Rynard**, individually, and **Paar Estates Developing LLC** (hereinafter collectively "Rynard/Developer") and **Gonano & Harrell** ("Escrow Agent").

WITNESSETH:

WHEREAS, a building permit freeze has been instituted by the City of Port St. Lucie on all lots owned by Rynard/Developer in Association; and

WHEREAS, Rynard/Developer have tendered the sum of \$50,000.00 ("Escrow Funds") to Escrow Agent pursuant to a written settlement agreement executed by and between the parties; and

WHEREAS, Escrow Agent has consented to hold the Escrow Funds pursuant to the terms and provisions hereof.

Now, therefore, the parties hereto hereby agree as follows:

1. Recitals. All of the statements contained in the foregoing Recitals are true and correct and are hereby incorporated by reference.
2. Terms: Escrow Agent is in receipt of the Escrow Funds, which shall be escrowed. The parties shall work cooperatively with the City of Port St. Lucie and shall seek a permanent release of the building permit freeze from the lots owned by Rynard/Developer in accordance with the terms of the settlement agreement. In the event that the building permit freeze is not lifted by the City of Port St. Lucie in accordance with the terms of the settlement agreement between the parties, then the Escrow Funds shall be immediately released to Rynard/Developer and this Agreement shall be null and void.

Escrow Agent shall hold in a trust account the deposits received hereunder at Seacoast National Bank, a federally insured banking institution. Escrow Agent assumes no liability or responsibility for any loss of funds which may result from failure, insolvency or suspension of such institution.

3. Escrow Agent may act in reliance upon any writing, instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in

any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it nor as to the identity, authority, or rights of any person executing the same. The duties of Escrow Agent shall be limited to the safekeeping of the Escrow Funds and the disbursement of same in accordance with the written instructions described above. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Upon Escrow Agent disbursing the Escrow Funds in accordance with the provisions hereof, the escrow shall terminate with respect to said Escrow Funds, and Escrow Agent shall thereupon be released of all liability hereunder in connection therewith.

4. Escrow Agent may consult with counsel of its own choice and shall have full and complete authority and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. Escrow Agent shall not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its misconduct or gross negligence and the parties agree to indemnify and hold Escrow Agent harmless from and against any claims, demands, causes of action, liabilities, damages, judgments, including the cost of defending any action against it together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent undertaking pursuant to the terms and conditions of this Escrow Agreement, unless such action or omission is a result of the misconduct or gross negligence of Escrow Agent.
5. In the event of a good faith disagreement about the interpretation of this Agreement, the Settlement Agreement terms which govern it, or about the rights and obligations, or the propriety, of any action contemplated by Escrow Agent hereunder, Escrow Agent may, at its sole discretion, file an action in interpleader or deposit the Escrow Funds into the court registry in the 19th Judicial Circuit Court to resolve said disagreement. Escrow Agent shall be indemnified by the parties for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action, which may be withdrawn from the Escrow Funds upon a final judgment by the Court. No such action shall be filed where the Escrow Agent required course of action is clearly dictated herein.
6. Escrow Agent may resign at any time upon the giving of ten (10) days' written notice to the parties. If a successor to Escrow Agent is not appointed by the parties within ten (10) days after notice of resignation, Escrow Agent may petition any court of competent jurisdiction to name a successor escrow agent and Escrow Agent shall be fully released from all liability under this Agreement to any and all parties, upon the transfer of the escrow deposit to the court registry or the successor escrow agent either designated by the parties or appointed by the Court.
7. Notices shall be delivered as follows:

If to Rynard/Developer:
43 River Dr.
Tequesta, FL 33469

With a copy to:
Gonano & Harrell
Alexzander Gonano, Esq.
1600 S. Federal Hwy., Ste 200
Ft. Pierce, FL 34950
agonano@gh-law.com

If to Escrow Agent:
Gonano & Harrell
Alexzander Gonano, Esq.
1600 S. Federal Hwy., Ste 200
Ft. Pierce, FL 34950
agonano@gh-law.com

If to Association:
Signature Property Mgmt.
3171 SE Dominica Ter.
Stuart, FL 34997

With a copy to:
Goede, Adamczyk, DeBoest & Cross, PLLC
2030 McGregor Blvd.
Fort Myers, FL 33901
rdeboest@gadclaw.com

8. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings relative to such subject matter.
9. Agreement or Modification Required in Writing. This Agreement may not be amended or altered except by a writing signed by all parties to this Agreement at the time of the Agreement or alteration.
10. Time of Essence. THE PARTIES AGREE THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL PAYMENTS AND ALL OBLIGATIONS SET FORTH IN THIS AGREEMENT.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the applicable laws of the United States of America. Any action or proceeding under or in connection with this Agreement shall be brought in St. Lucie County, Florida. The prevailing party in any action or proceeding under on in connection with this Agreement shall be entitled to their reasonable attorneys' fees and costs.
12. No Presumptions. Each party hereto and/or its counsel have reviewed this Agreement and have participated in the preparation of this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.

13. Binding Effect. This Agreement inures, is for the benefit of, and is binding upon each Party's respective predecessors, successors, assigns, affiliates, divisions, subsidiaries, members, partners, insurers, reinsurers, their former, current and future shareholders, directors, officers, trustees, receivers, employees, agents, attorneys, volunteers, representatives, their heirs, executors, administrators, successors and assigns, as well as any persons or entities claiming through one or more of them, any benefit of this Agreement.
14. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute the same instrument and Agreement.
15. Facsimile/PDF Signature Binding. The parties hereto agree that telecopied or PDF signatures may be used in place of original signatures on this Agreement. The parties intend to be bound by the signatures on the telecopied or PDF document, are aware that the other parties will rely on the telecopied or PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement, based on the form of signature.
16. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Agreement nor the application of such provision to the other persons or circumstances shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
17. Authorized Signatories. All signatories hereto hereby warrant, represent and affirm that they have the authority to enter into this Agreement.
18. Headings. The headings to the Paragraphs of this Agreement are for convenient reference only and shall not be used in interpreting this Agreement.
19. Confidentiality. The parties recognize that this Agreement is not confidential.
20. Waiver. This Agreement and any of the terms, provisions, covenants or conditions hereof may only be amended, modified, superseded or cancelled, by a written instrument executed by all parties hereto, or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any party of any provision of this Agreement, in any one or more instances, shall be deemed to be or construed as further or continuing waiver of any such provision or breach, or as a waiver of any other condition of the breach of any other term, provision or covenant.
21. Waiver Of Jury Trial. The parties hereby waive, to the fullest extent permitted by law, the right to trial by jury in any action, proceeding or counterclaim filed by either party, relating directly or indirectly to this Agreement or any acts or omissions of either party in connection therewith.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and sealed by their duly authorized representatives as of the day first written above.

Rynard/Developer

DocuSigned by:
John D Rynard
59207E8E85E9417

John Rynard, President and individually

DocuSigned by:
Susie Rynard
7442320AD0F6410

Susie Rynard, individually

Association

BY: Emilando
Its: President
Print Name: Elizabeth Melardo

Gonano & Harrell

DocuSigned by:
Alexzander Gonano
BY: 073C64C00DD9417
Its: Vice President
Print Name: Alexzander Gonano