

Settlement and Partial Release Agreement—Sam Martin

As set forth and entered into as of the Effective Date set forth below, Concert Renaissance LLC, a limited liability company, doing business in Florida as The Club at Renaissance (“Concert Renaissance”) and Samuel Martin (“Defendant”) (Concert Renaissance and the Defendant are referred to as “Party” individually and collectively as the “Parties”) are entering into this Settlement and Partial Release Agreement (the “Agreement”), setting forth the full and complete agreement between the Parties, as follows:

Whereas, Concert Renaissance is a limited liability company doing business in Florida as The Club at Renaissance. Concert Renaissance owns and maintains an interest in real property within the boundaries of the District in Lee County, Florida, which interest was acquired on September 22, 2022.

Whereas, the Renaissance Community Development District (“District”) is a unit of local special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, as amended, and established August 20, 2001, by Lee County Ordinance No. 01-10.

Whereas, for the 2023/2024 fiscal year, the District levied upon Concert Renaissance Operations & Maintenance (“O&M”) assessments totaling \$124,212.89, which were timely paid by Concert Renaissance via tax bill in October of 2023 (“2023 O&M Assessments”).

Whereas, for the 2024/2025 fiscal year, the District levied upon Concert Renaissance O&M assessments totaling \$124,212.89, which were timely paid by Concert Renaissance via tax bill in October of 2024 (“2024 O&M Assessments”).

Whereas, the 2023 O&M Assessments and 2024 O&M Assessments were levied based upon the methodology set forth in the *2023 Operations and Maintenance Assessment Methodology Report, Renaissance Community Development District* (dated June 19, 2023), prepared by Real Estate Econometrics, Inc. (“O&M Assessment Methodology”).

Whereas, on October 6, 2023, Concert Renaissance filed against the District a Complaint Seeking Declaratory and Injunctive Relief and Damages (“Complaint”) in the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Lee County, Florida, Case No. 23-CA-11452 (“Lawsuit”). The Complaint alleged seven Counts against the District related to the 2023 O&M Assessments. Counts I through IV alleged that the 2023 O&M Assessments are arbitrary and capricious, the property assessed does not derive a special benefit from the service provided, and the 2023 O&M Assessments are not fairly and reasonably apportioned according to the benefits received. Counts V and VI alleged public records violations pursuant to Chapter 119, Florida Statutes. Count VII alleged a violation of the Sunshine Law, pursuant to Section 286.011, Florida Statutes.

Whereas, on February 10, 2025, Concert Renaissance filed an Amended Complaint in the Lawsuit, alleging additional claims related to the 2024 O&M Assessments, and naming District

Supervisors Sam Martin and Linda Stuart as Defendants to Count X based upon alleged violations of the Sunshine Law.

Whereas, the Parties are desirous of compromising and resolving the disputes between the Parties expressly set forth below, and for the fair and reasonable consideration set forth below, which is acknowledged and received, the Parties have agreed to the terms of this Agreement, as follows:

1. **Settlement Payment.** No later than June 2, 2025, Samuel Martin shall cause to be paid the total amount of Seven Thousand Five Hundred Dollars and 00/100 U.S. Dollars (\$7,500.00) (the "Settlement Payment"), to be paid by check to Holtzman Vogel's Trust Account. Except as expressly specified herein, each Party shall otherwise bear its own outstanding or unpaid attorneys' fees, costs, expenses, and mediation fees incurred related to any stage of the Lawsuit.

2. **Settlement Not an Admission.** This Agreement is the result of the compromise and settlement of disputed matters, and neither Party, by the execution and performance of this Agreement, makes any admission or concession whatsoever as to any disputed matters.

3. **Lawsuit Dismissal.** Within seven (7) days after the Settlement Payment is received, Concert Renaissance shall file or cause to be filed a Voluntary Dismissal with Prejudice of the Lawsuit.

4. **Mutual Waiver and Release.** The Parties, each on behalf of themselves, their supervisors, owners, shareholders, agents, employees, officers, managers, directors, insurers and assigns, hereby waives, releases, and covenants not to sue any other Party, their supervisors, owners, shareholders, agents, employees, officers, managers, directors, insurers and assigns, as to the specific claims expressly set forth in the Amended Complaint of the Lawsuit in Count X.

a. **Express Exceptions to Waiver and Release.** Any and all claims besides Count X of the Amended Complaint are hereby expressly reserved and not waived. Such claims include, but are not limited to, those claims which are known and unknown; past, current, or future; and may be related to or intertwined with those claims set forth in the Amended Complaint. This paragraph is not intended to toll or stay the applicable statute of limitations applicable to any claims expressly reserved within Paragraph 4(a) of this Agreement.

5. **Authority to Enter Agreement.** Each person signing this Agreement represents that he/she has the full authority of the Party for whom he/she is signing to enter into and bind the Party to the terms and conditions of this Agreement. The Parties further acknowledge that they participated in the drafting of this Agreement, understand all terms contained herein, and are freely and voluntarily entering into this Agreement with the full participation of their respective counsel. The Parties further acknowledge that all their dealings have been conducted at arm's length, and that they have neither placed in each other, nor relied on, any special trust or confidence other than the reasonable and customary reliance needed to contract at arm's length. Concert Renaissance expressly warrants and represents that no promise, inducement, pledge, or agreement which is not herein expressed has been made to Concert Renaissance in executing this Agreement, and that

Concert Renaissance is not relying upon any statement or representation, oral or written of Samuel Martin, or any agents of Samuel Martin, including her attorneys.

6. **Mutual Non-disparagement.** The Parties shall refrain from making any disparaging comment or statement to a third-party that denigrate or disparage, any or all of the Parties to this Agreement. This Paragraph does not apply to any statements made as part of any Federal, State, or Local Government investigation in which the parties are required to participate and/or any part of future litigation between the Parties.

7. **Non-interference.** Unless compelled by law as stated in Paragraph 6 of this Agreement, Samuel Martin shall refrain from interfering in any way with Concert Renaissance's use of its own property or its operations of its business on its property. This includes but is not limited to either directly or indirectly:

- a. Interfering, commenting on, or opposing (or being involved in any way with opposing) any activity, permit, license, or request made by Concert Renaissance relating to its use of its property.
- b. Communicating with any association, governmental entity, or quasi-governmental entity regarding Concert Renaissance's operations or business.

The parties agree that the remedy for a violation of this section is injunctive relief, and the parties waive any right to opposing injunctive relief for a violation of this section. In any such action, the Prevailing party shall be entitled to all fees, costs, and expenses incurred in enforcing this right.

Samuel Martin shall resign from the Renaissance Community Association Board within three (3) days of the Effective Date of this Agreement.

8. **Supremacy, Integration & Interpretation.** This Agreement constitutes the full and entire agreement between the Parties with respect to the Lawsuit, and no other material terms exist outside the Agreement. This Agreement supersedes and integrates all previous and contemporaneous terms, agreements, communications, representations, and understandings of any sort whatsoever.

9. **Florida Law.** This Agreement shall be governed by the laws of the State of Florida. The Parties further agree that any lawsuit, dispute, or action in equity arising from this Agreement, or enforcement of any terms of the Agreement, shall be brought in the federal or state courts situated in or having jurisdiction over Lee County, Florida.

10. **Severability.** If any term, condition, or clause of this Agreement is deemed by a Court of valid jurisdiction to be illegal or unenforceable, the Parties agree to sever the offending term, condition, or clause, and enforce the rest of the Agreement to the fullest extent possible.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same

instrument. Signatures on this Agreement may be exchanged by facsimile or electronically, which shall be deemed to be the equivalent of originals for all purposes.

12. **Interpretation.** The words “and,” “or,” and “and/or” shall be interpreted broadly to have the most inclusive meaning, regardless of any conjunctive or disjunctive tense. Words in the masculine, feminine, or neuter gender shall include any gender. The singular shall include the plural and vice versa. “Any” shall be understood to include and encompass “all,” and “all” shall be understood to include and encompass “any.”

13. **Section Headings.** The captions and headings used in this Agreement are for convenience and means of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement.

14. **Fees and Costs for Breach of this Agreement.** In the event that any suit or action is instituted to enforce any provision of this Agreement, the prevailing Party in such dispute shall be entitled to recover from the losing Party all fees, costs, and expenses incurred in enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, all fees and expenses of attorneys and experts. Such fees and expenses shall include the fees, costs, and expenses of any appeal.

Now, wherefore, having received full and adequate consideration for the aforementioned promises and obligations, and having reviewed the terms and conditions with the counsel of their choosing, the Parties hereby agree to be bound by the terms and conditions of this Settlement and Partial Release Agreement:

Concert Renaissance LLC

Date

Sundria R. Ridgley
Sundria Ridgley, Authorized Person/Officer

May 23, 2025

Samuel Martin

Date

Samuel Martin
Samuel Martin

May 23, 2025