

SETTLEMENT AGREEMENT

_____SPACE ABOVE THIS LINE FOR RECORDING DATA)_____

KNOW ALL PERSONS BY THESE PRESENTS:

That the **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, ("First Party"), for and in consideration of the sum of **TWO HUNDRED AND SEVENTY-FIVE THOUSAND AND no/100 (\$275,000.00) DOLLARS**, or other valuable considerations, from or on behalf of **PETROLEUM MARINE CONSULTANTS, LLC; ROCKHILL INSURANCE COMPANY; and YORK RISK SERVICES GROUP**; and all individuals, persons, or corporations in privity with them ("Second Party"), the receipt of whereof is hereby acknowledged. (Wherever used herein the terms "First Part" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

HEREBY remiss, release, acquit, satisfy, and forever discharge the said Second Party, of an from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, whatsoever, in law or in equity, which said First Party ever had, now has, or which any personal representative, successor, heir or assign of said First Party, hereafter can, shall or may have, against said Second Party, for, upon or by reason of any matter, cause of thing whatsoever, arising from First Party's Breach of Contract and Negligence Claim as set forth in the case of City of Fort Pierce, a Florida Municipal Corporation, Plaintiff vs. Petroleum Marine Consultants, LLC and RGD & Associates, Inc., Defendants, filed in the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, under civil case number 562014CA001984 (the "Lawsuit"). This LIMITED RELEASE is only of the claims that First Party had, has, or may have against Second Party that could have been raised in the Lawsuit. It is not intended to be a GENERAL RELEASE of any other past, present, or future claims that First Party has or may have against Second Party which are unrelated and/or do not arise in any manner from the claims asserted in the Lawsuit.

First Party and Second Party, by this **SETTLEMENT AGREEMENT**, agree to bear their own costs and attorney fees in the prosecution/defense of the Lawsuit. Second Party shall pay First Party the **\$275,000.00** within fifteen (15) days of notification of City of Fort Pierce Commission approval of this **SETTLEMENT AGREEMENT**. First Party will file with the

Court a Notice of Voluntary Dismissal with Prejudice of Second Party in the Lawsuit (1) upon execution of this **SETTLEMENT AGREEMENT** by both parties; and (2) upon First Party's receipt and bank clearance of Second Party's settlement check; and will execute and deliver a **LIMITED RELEASE** to Second Party in the form attached hereto as Exhibit "A".

It is understood and agreed that the payment made herein is not to be construed as an admission of any liability by or on behalf of the Second Party; but, instead, the monies being paid hereunder as consideration for the Release attached as Exhibit "A" hereto, is being given to avoid litigation, the uncertainties stemming from litigation, as well as to protect and secure the good name and good will of the Second Party.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27 day of September, 2016

Signed, sealed and delivered in the presence of:

Paul J. Dyle
PETROLEUM MARINE CONSULTANTS, LLC

Witness:

Linda L. Richardson

Witness:

Karl J. Dyle

STATE OF ~~FLORIDA~~ North Carolina
County of Brunswick

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Paul J. Dyle for PETROLEUM MARINE CONSULTANTS, LLC, to me known to be the person described in, who took an oath, who read and executed the foregoing instrument, and who acknowledged before me that he/she is authorized to execute, and did execute the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of September, 2016.

Kamryn Latta
Notary Signature-State of ~~Florida~~ North Carolina
Printed: Kamryn Latta
My Commission Expires: July 20, 2021

Personally Known _____ OR Produced Identification SC drivers License
Type of Identification Produced SC drivers License

KAMRYN LATTA
NOTARY PUBLIC
Brunswick County
North Carolina
My Commission Expires July 20, 2021

**CITY OF FOR PIERCE, a Florida Municipal
corporation**

Linda Hudson, Mayor

Witness:

_____ /

Witness:

_____ /

Approved as to form and correctness

James M. Messer, City Attorney

STATE OF FLORIDA
County of St. Lucie

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____ for the **CITY OF FORT PIERCE**, to me known to be the person described in, who took an oath, who read and executed the foregoing instrument, and who acknowledged before me that he/she is authorized to execute, and did execute the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2016.

Notary Signature-State of Florida

Printed:

My Commission Expires:

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____.

Return to:

LIMITED RELEASE

Garrison M. Dundas, Esquire
Hayskar, Walker, Schwerer, Dundas & McCain, PA
Renaissance Financial Center
130 South Indian River Drive, Suite 304
Fort Pierce, FL 34950

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

KNOW ALL MEN BY THESE PRESENTS:

That the **CITY OF FORT PIERCE, a Florida Municipal Corporation,**

First Party, for and in consideration of the sum of **TWO HUNDRED AND SEVENTY-FIVE THOUSAND and NO/100 (\$275,000.00) Dollars**, or other valuable considerations, received from or on behalf of

PETROLEUM MARINE CONSULTANTS, LLC; ROCKHILL INSURANCE COMPANY; and YORK RISK SERVICES GROUP; and all individuals, persons, or corporations in privity with them, Second Party, the receipt whereof is hereby acknowledged. (Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the said Second Party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said First Party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, arising from First Party's Breach of Contract and Negligence Claim as set forth in the case of City of Fort Pierce, a Florida Municipal Corporation, Plaintiff vs. Petroleum Marine Consultants, LLC and RGD & Associates, Inc., Defendants, filed in the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, under civil case number 562014CA001984 (the "Lawsuit"). This LIMITED RELEASE is only of the claims that First Party had, has, or may have against Second Party that could have been raised in the Lawsuit. It is not intended to be a GENERAL RELEASE of any other past, present, or future claims that First Party has or may have against Second Party which are unrelated and/or do not arise in any manner from the claims asserted in the Lawsuit.

The First Party further releases, acquits, and forever discharges the Second Party for any claim or claims for bad faith or extra-contractual damage claims of any nature arising out of the investigation, claims handling and/or adjustment of claims arising from the matters that are the subject of the Lawsuit. The First Party specifically acknowledges and agrees that this settlement shall operate to release all such claims, whether or not the same were specifically litigated in the Lawsuit.

EXHIBIT " A "

It is understood and agreed that the payment made herein is not to be construed as an admission of any liability by or on behalf of the Second Party; but, instead, the monies being paid hereunder as consideration for this release are being given in order to avoid litigation, the uncertainties stemming from litigation, as well as to protect and secure the good name and good will of the Second Party.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this _____ day of _____, 2016.

Signed, sealed and delivered in presence of:

Linda Hudson, Mayor

STATE OF FLORIDA)

COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ for the CITY OF FORT PIERCE, to me known to be the person described in, who took an oath, who read and executed the foregoing instrument, and who acknowledged before me that they executed same.

Personally Known _____ or Produced Identification _____

Type of Identification _____.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2016.

(seal)

Notary Public
State of Florida