

**INDIAN RIVER COUNTY**

**(hereafter Petitioner)**

**vs.**

**BILLY W. and CHRITINE JACKSON  
(PARCEL 109)**

**(hereafter Defendants)**

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**PRE-SUIT MEDIATION SETTLEMENT AGREEMENT**

The above named Petitioner and Defendants have reached the following agreements in full and complete resolution of the above styled pre-suit claim, which arises out of an eminent domain claim by the Petitioner against the property owned by the Defendants and located at 6805 66<sup>th</sup> Ave, Vero Beach FL 32967, (Hereafter "Parcel 109") the legal description of which is included on Exhibit A:

1. Within 30 days of the County Commission approving this Agreement as described herein, the Petitioner agrees to do the following:
  - a. The Petitioner will pay to the Defendants the total sum of \$220,000.00 (Two Hundred Twenty Thousand Dollars); and
  - b. The Petitioner will convey to the Defendants clear title to the real property known as the remainder parcel from Parcel 112, the legal description of which is shown on exhibit B to this Agreement; and
  - c. The Petitioner will pay the Defendants \$48,000.00 (Forty Eight Thousand, Dollars) in attorney's fees, including any non-monetary claims for fees; and
  - d. The Petitioner will pay Defendants \$19,540.00 (Thirteen Thousand Dollars) in reimbursement for Defendants costs.
2. Within 30 days of the County Commission approving this Agreement as

described herein, the Defendants agree to do the following:

- a. The Defendants will convey to the Petitioner clear title to the real property described as the "Right of Way Parcel" on Exhibit A. (Parcel 109 containing 0.48 acres +/-)
3. The Petitioner agrees to construct a 18' wide driveway from 66<sup>th</sup> Ave onto Parcel 109 and one on Parcel 112 during the planned 66<sup>th</sup> Avenue roadway widening project. Depending on the engineering requirements, the driveway may extend into Parcels 109 and 112, in which case Defendants agrees to give Petitioner a temporary construction easement or right of entry to construct the driveway.
4. The Defendants agree to assume all risk regarding any drainage issues on Parcels 109 and 112 resulting from the 66<sup>th</sup> Avenue roadway widening project.
5. This entire Agreement is subject to and contingent upon approval by the Indian River County Board of County Commissioners (Hereafter the Board). The Petitioner will put this Agreement on the agenda for the next available Board meeting and the County Staff will recommend Board approval of this Agreement. If the Board fails to approve this Agreement, then this entire Agreement is void.
6. Except as stated herein, all parties to this agreement further agree to bear their own costs and fees.
7. The Petitioner will pay the entire cost of the mediation.
8. This agreement is final and binding as of the date and time it is signed by or on behalf of the parties.

9. Other agreements: None

Done and agreed to on this \_\_\_\_ day of September, 2020 in Vero Beach, Florida.

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WILLIAM K. DEBRAAL, ESQUIRE  
Indian River County Attorney

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BILLY W. JACKSON  
Defendants/Representative

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CHRISTINE JACKSON  
Defendant/Representative

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DAVID W. HOLLOWAY, ESQUIRE  
Attorney for Defendants

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H. RANDAL BRENNAN, MEDIATOR  
Mediator #:15632CR

IN WITNESS WHEREOF, the Board has executed this Presuit Mediated Settlement Agreement as of the date approved below.

BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA

BY: \_\_\_\_\_  
Susan Adams, Chairman

BCC Approved: \_\_\_\_\_

Attest: Jeffrey R. Smith, Clerk of Court and  
Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency

\_\_\_\_\_  
William K. DeBaal  
Deputy County Attorney

Approved:

By \_\_\_\_\_  
Jason E. Brown  
County Administrator