

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR INDIAN RIVER COUNTY, FLORIDA

INDIAN RIVER COUNTY, FLORIDA,
a political subdivision of the State of Florida
(a/k/a IRC),

Petitioner

vs.

ORVILLE L. GANBIN III,
KELLY L. JACKSON and SEACOAST
NATIONAL BANK, et. al.

CASE NO. 31 2022 CA 000118

PARCEL NO. 128

Respondents.

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ORDER GRANTING MOTION TO ENFORCE SETTLEMENT

THIS CAUSE came before the Court on April 8, 2025 on Petitioner's Motion to Enforce and Compel Settlement filed February 2, 2025 (DE 138) and after hearing sworn testimony and especially observing the demeanor of the witnesses and weighing their credibility, receiving evidence, reviewing the Court file, hearing argument of counsel and being otherwise duly advised in the premises, finds:

- A. An Order of Taking for Parcel 128 was entered herein on May 21, 2022.
- B. On or about November 21, 2024, the Respondents accepted the Petitioner's offer to settle and tendered their "FINAL OFFER." The parties reached an agreement to settle the case *on all material terms*.
- C. On December 17, 2024, Respondents approved the proposed form of Final Judgment and the Board of County Commissioners (for IRC) approved the settlement with the understanding that the parties would negotiate the terms of the easement.
- D. Between December 17, 2024 and December 19, 2024, the parties negotiated and revised the details of the Stipulated Final Judgment with input and revisions of the lender (Seacoast).
- E. On December 30, 2024, all terms of the proposed Final Judgment were agreed upon although the parties were still working on the details of the easement.

F. On January 28, 2025, Respondent's counsel relayed that the Respondents agreed with the attached easement but wanted some minor changes to the waiver language.

G. Although the easement had been agreed to and the parties had agreed to the Respondent's fees and costs, the Respondents have not signed the stipulation to date.

H. Respondent Gambin admitted at the hearing that, while he could not originally agree to the terms of the easement, they have now agreed (200') and there are no remaining disputes. It appears that there may have been some disagreement to the waiver and release language and Respondent Jackson raises issues related to water and air that are totally *irrelevant* to an eminent domain proceeding.

I. Uncertainty as to nonessential terms or small items will not preclude enforcement of a settlement agreement. However, all of the essential and material terms in this matter were fully negotiated and agreed to by the parties and were incorporated into the proposed Final Judgment. *Portner v. Koppel*, 382 So. 3d 742 (Fla. 4th DCA 2024); *Spiegel v. H. Allen Holmes, Inc.*, 834 So. 2d 295 (Fla. 4th SCA 2002) and *Vision Palm Springs, LLLP v. Michael Anthony Co.*, 272 So. 3d 441 (Fla. 3rd DCA 2019).

IT IS THUS ORDERED AND ADJUDGED that the Petitioner's Motion is **GRANTED** and the Court shall enter a Final Judgment simultaneously herewith. The Court retains jurisdiction for all legal and proper purposes.

DONE AND ORDERED in Indian River County, Florida on this 17th day of April, 2025.

eSigned by Judge Cynthia L. Cox 04/17/2025 4:15 pm
CYNTIA L. COX, Circuit Judge

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