

**INDIAN RIVER COUNTY**

**(hereafter Petitioner)**

**vs.**

**BANACK FAMILY LIMITED PARTNERSHIP**

**(hereafter Defendant)**

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**PRE-SUIT MEDIATION SETTLEMENT AGREEMENT**

The above named Petitioner and Defendant 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 6580 61st, Vero Beach FL 32967, (Hereafter "Parcels 301 and 302") the legal description of which is included on exhibit A:

1. Within 20 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 Defendant the total sum of \$110,000.00 (One Hundred Ten Thousand Dollars); and
  - b. The Petitioner will pay the Defendant \$20,955.00 (Twenty Thousand Nine Hundred Fifty Five Dollars) in attorney's fees, including any non-monetary claims for fees; and
  - c. The Petitioner will pay Defendant \$2500.00 (Two Thousand Five Hundred Dollars) in reimbursement for Defendant costs.
2. Within 20 days of the County Commission approving this Agreement as described herein, the Defendant 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 301 containing 1.47 acres +/- and Parcel 302 containing 0.58 acres +/-)
3. The Petitioner agrees to construct two 24' wide driveways, with a 35' radius from 61st St. onto Parcel 301 or 302 during the planned 66th Avenue roadway widening project. The location of these driveways will be at Defendant's option, but the selection of location must be made within six months of this Agreement. The driveway locations must be at least 330' from 66th Ave right of way. The driveways will be surfaced with asphalt or concrete at Defendants option.
4. The Defendant will grant to Petitioner a temporary construction easement as shown on Exhibit A for the duration of the 66th Ave roadway widening project.
5. The Defendant will grant Petitioner a permanent access easement of approximately 2500 square feet as shown on Exhibit A.
6. This Agreement is contingent on the Petitioner's determination that the flow well is either not located on Parcel 301 or is not located on the access easement or can remain undisturbed and useable by Defendant following the land transaction described herein.
7. The parties agree that the Defendant will be able to sub divide the remainder property which is the subject of this Agreement into twelve 200,000 square foot lots.

8. 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 24th day of November, 2019 in Vero Beach, Florida.

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WILLIAM K. DEBRAAL, ESQUIRE  
Indian River County Attorney

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Banack Family LP, Defendant  
By:  
General Partner

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Nicholas Dancaescu, ESQUIRE  
Attorney for Defendant