

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

CASE NO.: 2021-CA-000429

INDIAN RIVER COUNTY, FLORIDA
A political subdivision of the State of Florida

Petitioner

Parcel 313

v.

JOHNNY C. DENT, and
JACKIE L. DENT, INDIVIDUALLY AND D/B/A
DENT FAMILY MINIATURE HORSE RANCH

Respondents

SETTLEMENT AGREEMENT AT MEDIATION
(Parcel 313 only)

The above-named Petitioner and Respondents have reached the following agreements in full and complete resolution of the above styled claim, which arises out of an eminent domain claim by the Petitioner against the property owned by the Respondents and located at 6890 69th Street, Vero Beach FL 32967, (Hereafter "Parcel 313") the legal description of which is included on exhibit A:

1. As part of the stipulated order of taking and final judgment the Parties agree to do the following:

A. The Petitioner will pay to the Respondent the total sum of \$45,000.00 (Forty-Five Thousand Dollars) for the full compensation of Parcel 313, including the part taken and any and all damages, which is to be conveyed to Petitioner by way of a stipulated order of taking and final judgment (Parcel 313 as shown on Exhibit A); and

B. The Petitioner will pay the Respondent \$10,000.00 in attorney's fees, including any non-monetary claims for fees; and

C. The Petitioner will pay Respondent \$20,000.00 in reimbursement for Respondent expert witness costs.

2. Within 20 days of the County Commission approving this Agreement as described herein, the Parties agree to do the following:

a. The Parties will enter into a stipulated order of taking and final judgment incorporating the terms of this settlement agreement.

3. As part of the 69th Street project, Petitioner agrees to construct a drainage ditch in back of the proposed sidewalk along parcel 313, with the ditch starting at the east and west end of parcel 313 and ending at the inlet shown on the revised plans.

4. Petitioner agrees to construct a 20' wide concrete driveway to replace the existing driveway on Parcel 313, from the edge of the pavement to the back of the sidewalk, and a stabilized driveway to terminate 20' inside the property line, with the driveway to be sloped to the existing grade. Petitioner agrees to install a culvert under the driveway to allow water to drain laterally. Respondent will provide Petitioner with a right of entry to carry out the driveway construction.

5. Petitioner agrees that the 69th Street project adjacent to Parcel 313 will be built as per the plans attached as Exhibit B, said plans to be revised in accordance with the terms of this agreement. The revised plans will be attached to the stipulated order of taking and final judgment.

6. Upon entry of the stipulated order of final judgment Petitioner agrees to stake out the new boundary to allow Respondent to erect a fence.

7. 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.

9. Except as stated herein, all parties to this agreement further agree to bear their own costs and fees.

10. The Petitioner will pay the entire cost of the mediation.

11. This agreement is final and binding as of the date and time it is signed by or on behalf of the parties.

12. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This agreement may be signed electronically, for example via DocuSign.

13. Other agreements: None

Done and agreed to on this 16th day of August, 2021 in Vero Beach, Florida.

INDIAN RIVER COUNTY, FLORIDA


BY
Petitioner




JOHNNY C. DENT, Respondent



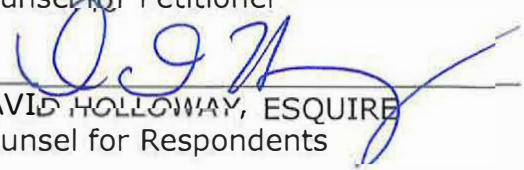
JACKIE L. DENT, Respondent



WILLIAM P. DONEY, ESQUIRE
Counsel for Petitioner



WILLIAM K. DEBRAAL, ESQUIRE
Counsel for Petitioner



DAVID HOLLOWAY, ESQUIRE
Counsel for Respondents

JOHNNY C. DENT and JACKIE L.
DENT D/B/A DENT FAMILY
MINIATURE HORSE RANCH

John C. O'Neil
By Respondent

H. Randal Brennan
H. Randal Brennan, Mediator

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

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Joseph E. Flescher, Chairman

BCC Approved: _____

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

By: _____
Deputy Clerk

Approved as to form and legal sufficiency

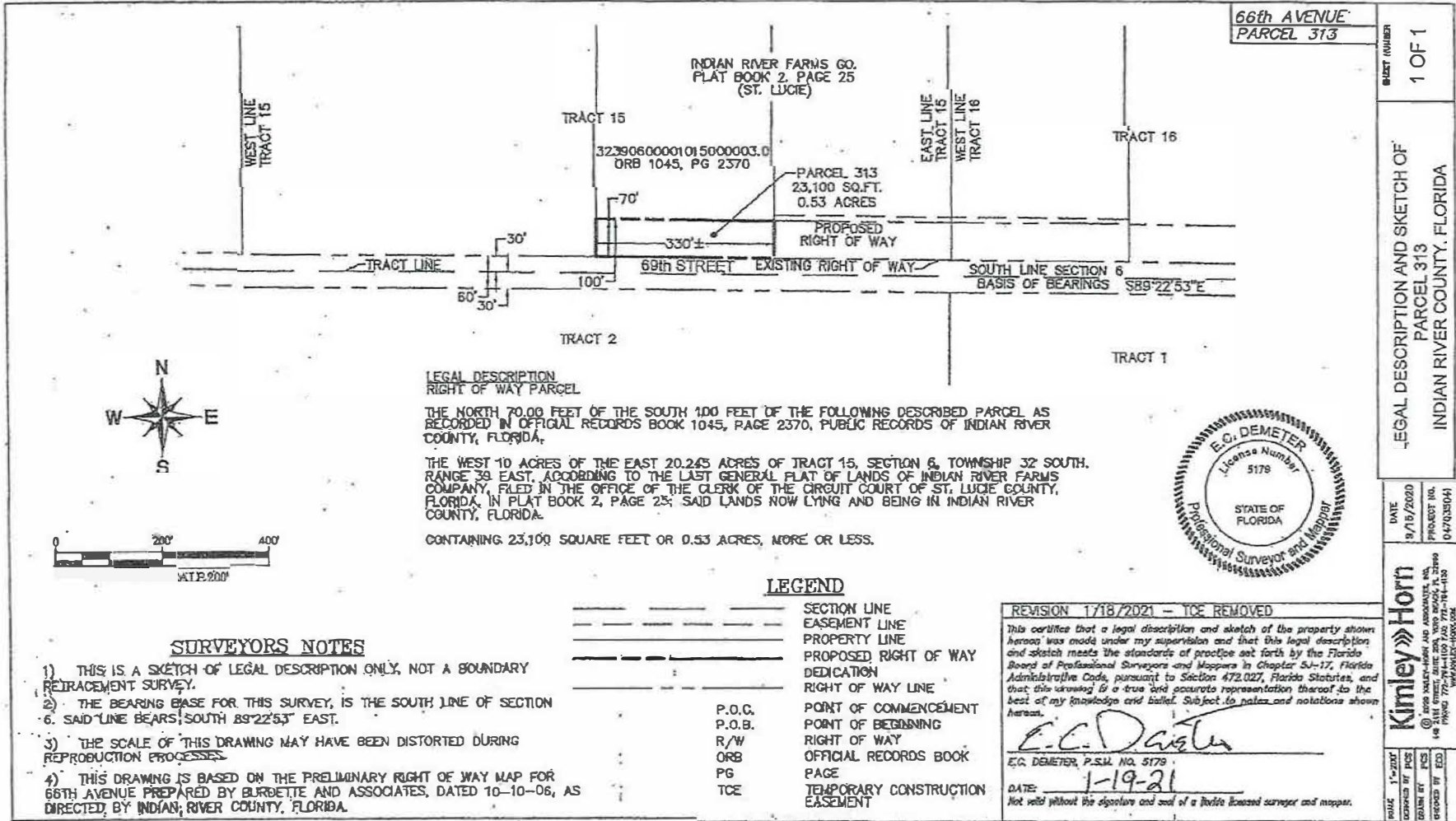


William K. DeBraal
Deputy County Attorney

Approved:

By _____
Jason E. Brown
County Administrator

EXHIBIT "A"



66th AVENUE
PARCEL 313

SHEET NUMBER
1 OF 1

 LEGAL DESCRIPTION AND SKETCH OF
 PARCEL 313
 INDIAN RIVER COUNTY, FLORIDA

DATE
 1/19/2021
 PROJECT NO.
 047035041

Kimley»Horn
 148 W. 1st Street, Suite 200, Palm Bay, FL 32909
 PHONE 772-291-1100 FAX 772-291-1100
 WWW.KIMLEY-HORN.COM

DRAWN BY: JCS
 CHECKED BY: JCS
 REVISION BY: JCS

LEGAL DESCRIPTION
RIGHT OF WAY PARCEL

THE NORTH 70.00 FEET OF THE SOUTH 100 FEET OF THE FOLLOWING DESCRIBED PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 1045, PAGE 2370, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

THE WEST 10 ACRES OF THE EAST 20.245 ACRES OF TRACT 15, SECTION 6, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL FLAT OF LANDS OF INDIAN RIVER FARMS COMPANY, FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 25; SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 23,100 SQUARE FEET OR 0.53 ACRES, MORE OR LESS.

LEGEND

-----	SECTION LINE
-----	EASEMENT LINE
-----	PROPERTY LINE
-----	PROPOSED RIGHT OF WAY
-----	DEDICATION
-----	RIGHT OF WAY LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
TCE	TEMPORARY CONSTRUCTION EASEMENT

REVISION 1/18/2021 - TCE REMOVED

This certifies that a legal description and sketch of the property shown hereon was made under my supervision and that this legal description and sketch meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter SJ-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

E.C. Demeter
E.C. DEMETER, P.S.M. NO. 5179

DATE: 1-19-21
Not valid without the signature and seal of a Florida licensed surveyor and mapper.

SURVEYORS NOTES

- 1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RE-TRACEMENT SURVEY.
- 2) THE BEARING BASE FOR THIS SURVEY, IS THE SOUTH LINE OF SECTION 6. SAID LINE BEARS: SOUTH 89°22'53" EAST.
- 3) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.
- 4) THIS DRAWING IS BASED ON THE PRELIMINARY RIGHT OF WAY MAP FOR 66TH AVENUE PREPARED BY BURDETTE AND ASSOCIATES, DATED 10-10-06, AS DIRECTED BY INDIAN RIVER COUNTY, FLORIDA.

A TRUE COPY
 CERTIFICATION ON LAST PAGE
 J.R. SMITH, CLERK