

**INDIAN RIVER COUNTY**

**(hereafter Petitioner)**

**vs.**

**BILLY W. JACKSON  
(PARCEL 110)**

**(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 Defendant and located at 6835 66<sup>th</sup> Ave, Vero Beach FL 32967, (Hereafter "Parcel 110") 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 \$210,000.00 (Two Hundred Ten Thousand Dollars); and
  - b. The Petitioner will convey to the Defendant clear title to the real property known as the remainder parcel from Parcel 111, the legal description of which is shown on exhibit B to this Agreement; and
  - c. The Petitioner will pay the Defendant \$54,450.00 (Fifty Four Thousand Four Hundred Fifty Dollars) in attorney's fees, including any non-monetary claims for fees; and
  - d. The Petitioner will pay Defendant \$20,000.00 (Twenty Thousand 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 Defendant will convey to the Petitioner clear title to the real property described as the "Right of Way Parcel" on Exhibit A. (Parcel 110 containing 0.47 acres +/-)
3. The Petitioner agrees to construct an 18' wide driveway from 66<sup>th</sup> Ave onto Parcel 110 during the planned 66<sup>th</sup> Avenue roadway widening project. Depending on the engineering requirements, the driveway may extend into Parcel 110, in which case Defendant agrees to give Petitioner a temporary construction easement or right of entry to construct the driveway.
4. The Defendant agree to assume all risk regarding any drainage issues on Parcel 110 and 111 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 27th day of June, 2019 in Vero Beach, Florida.

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WILLIAM K. DEBRAAL, ESQUIRE  
Indian River County Attorney

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BILLY W. JACKSON  
Defendant/Representative

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DAVID W. HOLLOWAY, ESQUIRE  
Attorney for Defendant

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H. RANDAL BRENNAN, MEDIATOR  
Mediator #:15632CR