

IN THE CIRCUIT COURT OF THE 18th JUDICIAL CIRCUIT,
IN AND FOR BREVARD COUNTY, FLORIDA

CASE NO.: 05-2023-CA-15474-XXXX-XX

BREVARD COUNTY, FLORIDA,

Petitioner,
vs.

THIRREL A. ALTMAN, JR., Trustee of the Thirrel A.
Altman Sr. Trust U/T/D March 16, 2001, et al.,

Defendants.

_____ /

SETTLEMENT AGREEMENT

Petitioner, Brevard County (“County”) and Defendants, Thirrel A. Altman, Jr. as Trustee of the Thirrel A. Altman Sr. Trust U/T/D March 16, 2001, Thirrel A. Altman, Jr. Trustee, and Thirrel A. Altman, Jr., in his individual capacity (“Altman Group”) (collectively “Parties”), agree as follows as of the Effective Date:

WHEREAS, the County filed the above-styled eminent domain case (the “Case”) to acquire the beach renourishment easement referred to as BRP-174 for the Mid-Reach Segment of the Brevard County Shore Protection Project being done in conjunction with the United States Army Corp of Engineers;

WHEREAS, the Altman Group consists of all the known parties that held an interest in the property located at 1225 N. Highway A1A, Indiatlantic, Florida 32903 (“Subject Property”) as of August 7, 2023, when the County deposited its good faith estimate of value into the Court Registry for the taking of BRP-174;

WHEREAS, the Parties desire to resolve their dispute to limit risk and conserve their resources, and nothing in this settlement agreement or in the stipulated final

judgment shall be interpreted as either party conceding the positions asserted in the above-styled case.

NOW THEREFORE, in consideration of the promises and agreements set forth below and other good and valuable consideration cited herein, the Parties agree as follows:

1. The Parties represent that the foregoing recitals are true and correct and fully incorporate them as terms of this Settlement Agreement ("Agreement").

2. The County shall pay ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000) as full and final settlement of all claims of the Altman Group related to the taking of BRP-174 ("Settlement Amount"), except taxable costs and attorneys fees, which are settled as set forth herein. The Settlement Amount is paid in full and final settlement of all claims that the Altman Group could have asserted in this eminent domain case for the taking of BRP-174, including, but not limited to, claims for severance damages and statutory interest.

3. The County shall pay TWENTY THOUSAND THREE HUNDRED NINETY-FOUR DOLLARS AND NO CENTS (\$20,394.00) in full and final settlement of all attorneys' fees that the Altman Group could claim in this Case.

4. The County shall pay ONE THOUSAND THREE HUNDRED TWENTY-SEVEN DOLLARS AND NO CENTS (\$1,327.00) in full and final settlement of all taxable costs that the Altman Group could claim in this Case.

5. The Altman Group represents that they are not aware of any other interests in or encumbrances on the Subject Property through the date the County deposited its good faith estimate of value into the Court Registry, other than those named in the Second

Amended Petition.

6. Payment of the Settlement Amount, attorneys' fees and taxable costs as set forth in paragraphs 2-4 above shall be made within thirty (30) days of entry of a Stipulated Final Judgment.

7. As soon as feasible but no longer than one week after the County Commission approves this Agreement, the Parties shall submit the Stipulated Final Judgment attached as Exhibit A and incorporated herein, for entry to the Court, in substantially the same form as attached.

8. The Parties represent and warrant that the person(s) signing this Agreement on their behalf have full competence, authority, and power to execute this Agreement and to bind them to all of the terms in this Agreement.

9. The Parties represent and warrant that they have been represented by competent and independent counsel of their own choice throughout all negotiations preceding the execution of the Agreement and have executed this Agreement upon the advice of said competent and independent counsel regarding the meaning and legal effect of this Agreement, and regarding the advisability of making the agreements provided for herein and fully understands the same.

10. This Agreement, including the Stipulated Final Judgment attached as Exhibit 1, constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, are superseded by this Agreement and shall not be binding on any of the Parties, and each of the Parties acknowledges that they have not

relied, in entering into this Agreement, on any representation, warranty, promise or condition, not specifically and expressly set forth in this Agreement. The Parties agree that this Agreement may not be modified except with prior written and duly authorized consent of each Party.

11. This Agreement may be executed in several counterparts - each of which is deemed to be an original but all of which constitute one and the same instrument.

12. The Effective Date of this Agreement shall be the date as of which all Parties have executed the Agreement.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Agreement as of the date set forth below.

PETITIONER, BREVARD COUNTY

ATTEST:

Rachel Sadoff, Clerk

Rob Feltner, Chairman
As approved by the Board on
7/8/2025

**DEFENDANTS, THIRREL A.
ALTMAN, JR., TRUSTEE OF THE
THIRREL A. ALTMAN, SR. TRUST
U/T/D MARCH 16, 2021, THIRREL
A. ATLMAN, JR., TRUSTEE, AND
THIRREL A. ALTMAN, JR., IN HIS
INDIVIDUAL CAPACITY**

Thirrel A. Altman, Jr., as Trustee and
in his individual capcity

IN THE CIRCUIT COURT OF THE 18th JUDICIAL CIRCUIT,
IN AND FOR BREVARD COUNTY, FLORIDA

CASE NO.: 05-2023-CA-15474-XXXX-XX

BREVARD COUNTY, FLORIDA,

Petitioner,
vs.

THIRREL A. ALTMAN, JR., Trustee of the Thirrel
A. Altman Sr. Trust U/T/D March 16, 2001, et al.,

Defendants.

**STIPULATED FINAL JUDGMENT AND ORDER ON APPORTIONMENT AND
DISBURSEMENT OF CONDEMNATION AWARD AS TO PARCEL BRP-174**

This matter came before the Court upon stipulation and joint motion of Petitioner, Brevard County, Florida ("County"), and Defendants, Thirrel A. Altman, Jr. as Trustee of the Thirrel A. Altman Sr. Trust U/T/D March 16, 2001, Thirrel A. Altman, Jr. Trustee, and Thirrel A. Altman, Jr. in his individual capacity ("Altman Defendants"), for entry of final judgment awarding compensation and damages, apportionment the condemnation award and ordering disbursement of the same. The Court having been advised that the parties are in agreement, and being otherwise fully advised in the premises, it is hereby

ORDERED and ADJUDGED that:

1. The Court has jurisdiction over the subject matter and the parties to this cause, including all persons and entities claiming any equity, lien, title, or other interest in or to parcel BRP-174, which is described in the Order of Taking entered on August 1, 2023, and attached to this Stipulated Final Judgment as Exhibit "1".

2. The County has complied with Sections 73.031 and 74.041, Florida Statutes, and has properly served the Altman Defendants, and all other persons and entities claiming any equity, lien, title, or other interest in or to parcel BRP-174 with a Summons, a Petition in Eminent Domain, an Amended Petition in Eminent Domain, a Second Amended Petition in Eminent Domain, a Notice of Lis Pendens, and a Declaration of Taking and Estimate of Value, the originals of which have been filed by County with the Clerk of Court. The pleadings in this cause are sufficient and the County has properly exercised its delegated authority for a proper purpose. The Declaration of Taking and Estimate of Value, as amended, filed in this cause was made in good faith and based upon a valid appraisal, and the Order of Taking was entered after delivery of proper notice to all persons and entities (including the Altman Defendants) claiming any equity, lien, title, or other interest in or to parcel BRP-174, and subsequent to a hearing that provided all persons and entities (including the Altman Defendants) claiming any equity, lien, title, or other interest in or to parcel BRP-174 with a sufficient opportunity to be heard. Accordingly, the County's title in Parcel BRP-174 pursuant to the Order of Taking is ratified.

3. The County shall pay the sum of ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) in full and final settlement for the taking of parcel BRP-174, and for all other damages of any nature whatsoever, including but not limited to, claims for severance damages and statutory interest (hereafter referred to as "Settlement Amount"), except for attorneys' fees and taxable costs which are settled as set forth below.

4. The Settlement Amount includes compensation for all of the interest to be acquired in this action through the taking of parcel BRP-174, as described in the Second Amended Petition and the Order of Taking attached as Exhibit 1, including but not limited to the interest of all fee owners, tenants, lien holders, and governmental entities having claims for unpaid taxes or other liens, and is subject to apportionment among the Altman Defendants.

5. Pursuant to the Order of Taking, the County has already deposited THIRTY-EIGHT THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$38,200.00) into the Registry of the Clerk of Court as its good faith estimate of value. See Exhibit "1".

6. The County is now ordered to pay SIXTY-ONE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$61,800.00) representing the difference between the Settlement Amount and the good faith estimate of value previously deposited. Payment shall be made in accordance with paragraph 9 of this Judgment.

7. The Altman Defendants shall recover from County the sum of TWENTY THOUSAND THREE HUNDRED NINETY-FOUR DOLLARS AND NO CENTS (\$20,394.00) in full and final settlement of its attorney's fees incurred in the above-styled cause.

8. The Altman Defendants shall further have and recover from the County the sum of ONE THOUSAND THREE HUNDRED TWENTY-SEVEN DOLLARS AND NO CENTS (\$1,327.00) in full and final settlement of all taxable costs, including, but not limited to expert fees, incurred in the above-styled case.

9. Without further order of this Court and within thirty (30) days from the date that this Stipulated Final Judgment is entered, the County shall mail a check in the amount

of EIGHTY-THREE THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS AND NO CENTS (\$83,521.00), payable to Harris Harris Bauerle Lopez and deliver payment to c/o Edgar Lopez, Harris Harris Bauerle Lopez, 222 S. Pennsylvania Avenue, Suite 100, Winter Park, FL 32789.

10. Within three business days of this order's entry and without further order of this Court, the Clerk shall forthwith issue a check payable Harris Harris Bauerle Lopez, 222 S. Pennsylvania Avenue, Suite 100, Winter Park, FL 32789 in the amount of THIRTY-EIGHT THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$38,200.00) representing the entire amount of the County's good faith estimate of value deposited for the taking of parcel BRP-174.

11. The Settlement Amount is subject to apportionment among the Altman Defendants, who are the only remaining interested parties, and who are represented by the same attorney. The Altman Defendants will instruct their attorney on how to apportion the Settlement Amount, and disbursement shall be made from the Altman Defendants' attorneys' trust account in accordance with the Altman Defendants' instructions.

12. Other than as specified above, the County shall have no obligation for further payment for the taking of parcel BRP-174.

13. The Court retains jurisdiction of this case and the parties to this cause in order to enforce the terms of this Stipulated Final Judgment.

DONE AND ORDERED this ____ day of _____, 2025, at Brevard County, Florida.

THE HONORABLE KRISTEN SMITH-RODRIGUEZ

CIRCUIT COURT JUDGE

Copies furnished to:

All counsel listed on the attached Service List

Petitioner shall serve all defendants listed for service via U.S. mail

SERVICE LIST

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Fence Outlet, Inc.

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222 W. Comstock Avenue, Suite 200
Winter Park, FL 32789

Mortgage Electronic Registration Systems, Inc. (MERS)

as nominee for TD Bank, N.A.
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