

SETTLEMENT AGREEMENT

Delta Fund LLP (“Delta Fund”) and Brevard County (the “County”) (collectively, the “Parties”), are parties to litigation styled *Delta Fund LLP v. Board of County Commissioners of Brevard County, Florida* Case No. 05-2025-CC-011451-XXCC-BC, in the County Court in and for Brevard County, Florida (the “Litigation”).

1. **The Lien.** The County holds a code enforcement lien recorded on February 18, 2011, in the Official Records of Brevard County Book 6335, Page 1534 (the “Lien”), against a property with an address of 1820 Hallum Avenue, Titusville, Florida. The Lien arose from code enforcement case number 10CE-01332. Delta Fund acquired this property on October 7, 2011. The Lien cross-attached to all real or personal property Delta Fund owns in the state of Florida. Delta Fund sold or otherwise conveyed this property on July 11, 2013. The code enforcement violation has never been complied and it remains today. Because Delta Fund no longer owns this property, it is unable to bring the violation into compliance.
2. **Delta Fund Responsibilities.** Within 10 days of the date of last signature below, Delta Fund shall provide payment in the amount of \$5,000.00 to Brevard County Planning and Development.
3. **Brevard County Responsibilities.** Within 10 days of receipt of Delta Fund’s payment, the County shall execute a partial release of lien. This partial release of lien shall only release Delta Fund and any real or personal property Delta Fund owns from the Lien. The partial release of lien shall not release the Lien as to any other property, entity, or individual previously encumbered by the Lien.
4. **Mutual Release and Dismissal of Claims.** Delta Fund and the County release all existing claims against one another which were raised in the Litigation or could have been raised in the Litigation, and agree to file a stipulation of dismissal of all claims, cross-claims, and counterclaims with prejudice, including declaratory relief and injunctive relief. Each party shall bear their own respective attorney’s fees and costs related to the Litigation.
5. **Execution of Documents.** The Parties agree to execute any and all documents necessary to carry out the spirit and intent of this Agreement.
6. **Effective Date.** This Agreement shall be effective as of the date of the last signature below.

[SIGNATURE PAGE TO FOLLOW]



05/05/2025

Delta Fund, LLP

Date

Rob Feltner, Chairman

Date

Brevard County Board of County Commissioners

As approved by the Board on _____, 2025

ATTEST:

Rachel Sadoff, Clerk



Jason P. Herman, Esq.

Florida Bar No. 149357

7380 W Sand Lake Rd Ste 500

Orlando, FL 32819

Telephone: (407) 920-3515

Email: jherman@mylegalwolfe.com



Sarah Beazley, Assistant County Attorney

Florida Bar No. 1004381

Office of the Brevard County Attorney

2725 Judge Fran Jamieson Way

Building C – Suite 308

Viera, Florida 32940

Telephone: (321) 633-2090