

## **SETTLEMENT AGREEMENT AND RELEASE**

### **RECITALS**

WHEREAS, this Settlement Agreement and Release (“Agreement”) is executed by Paul Bross (“BROSS”), and Brevard County, Florida (“COUNTY”);

WHEREAS, BROSS and the COUNTY are joint, half-interest, undivided owners of an 80-acre parcel of real property located in Merritt Island, Florida, which bears parcel ID number 24-36-02-00-752 (“80-acre parcel”);

WHEREAS, BROSS has sued the COUNTY via a legal action pending before the Circuit Court of the Eighteenth Judicial Circuit, in and for Brevard County, Florida, under case number 05-2019-CA-035542 (“legal action”);

WHEREAS, as part of the legal action BROSS and the COUNTY seek a partition of the 80-acre parcel under section 64.051, Fla. Stat.;

WHEREAS, notwithstanding the partition claims asserted by BROSS and the COUNTY, the COUNTY denies and contests liability as to all claims BROSS asserts in the legal action;

WHEREAS, on December 15, 2021, the Circuit Court in the legal action, at the joint request of BROSS and the COUNTY, issued a Consent Judgment of Partition under section 64.051, Fla. Stat.;

WHEREAS, on March 11, 2022, BROSS and the COUNTY attended mediation, and tentatively agreed to a settlement of the legal action and a partition of the 80-acre parcel, subject to the terms and conditions provided below, including but not limited to final approval of the settlement and partition by the Brevard County Board of County Commissioners (“Board”);

WHEREAS, as part of the settlement, BROSS has otherwise agreed to voluntarily dismiss with prejudice of all of his claims against the COUNTY as asserted in the legal action; and

NOW, THEREFORE, as BROSS and the COUNTY desire to settle their disputes and controversies, and dispose of all claims which exist or may exist as of this Agreement’s effective date, they agree, in consideration of the mutual promises

contained herein and other good will and valuable consideration, to a settlement subject to the following terms and conditions:

## **TERMS AND CONDITIONS**

### **1. Incorporation of recitals**

BROSS and the COUNTY agree the above recitals are incorporated into, and are a part of, this Agreement.

### **2. Legal description and surveyor**

The COUNTY and BROSS will employ a land surveyor to determine, mark out, and allocate the 80-acre parcel to be allotted to each party according to their respective interest as reflected in the map attached to the tentative settlement agreement reached at mediation, a copy of which is attached hereto as Exhibit 1 (“mediated agreement”). BROSS acknowledges and agrees, pursuant to the mediated agreement and as now reaffirmed, the COUNTY has the agreed-upon right to select and engage the surveyor. BROSS agrees to pay half of the costs incurred by the COUNTY with regard to the surveyor and such activities, and shall reimburse the COUNTY within thirty (30) days of presentation of the bill or invoice as to the same.

The surveyor will enter the 80-acre parcel and conduct a survey on or before August 1, 2024. The surveyor will prepare a survey and legal / metes and bounds descriptions of the parcels allotted by the surveyor to each party (the “partition survey”), consistent with map attached to the mediated agreement. The surveyor will deliver a copy of the partition survey to each party on or before October 1, 2024. BROSS and the COUNTY agree they will be severally bound by the partition survey, subject to each party’s approval of the same, which approval shall not be unreasonably withheld.

### **3. Terms of partition**

A. BROSS and the COUNTY agree the 80-acre parcel shall be partitioned, split, and divided between them as depicted on the partition survey, and as otherwise provided below. BROSS and the COUNTY agree the partition survey’s property line depictions have been prepared for purposes of general reference and

convenience, and the legal / metes and bounds descriptions provided control over the survey's depictions, to the extent they may be inconsistent.

B. The COUNTY agrees to sell and convey the COUNTY's half-interest in the land area of the 80-acre parcel allocated to BROSS on the partition survey to BROSS ("BROSS partition property") in exchange for a payment of TEN DOLLARS AND ZERO CENTS (\$10.00), agrees that by virtue of such sale and conveyance such property shall become solely the property of BROSS in fee simple, and agrees the COUNTY shall thereafter have no ownership interest in the BROSS partition property.

C. BROSS agrees to sell and convey BROSS's half-interest in the land area of the 80-acre parcel allocated to COUNTY on the partition survey to the COUNTY ("COUNTY partition property") in exchange for a payment of TEN DOLLARS AND ZERO CENTS (\$10.00), agrees that by virtue of such sale and conveyance such property shall become solely the property of the COUNTY in fee simple, and agrees BROSS shall thereafter have no ownership interest in the COUNTY partition property.

D. The COUNTY shall execute a county deed pursuant to section 125.411, Fla. Stat., which shall convey in fee simple forever, to BROSS, the COUNTY's half-interest in the BROSS partition property, and shall reserve for the COUNTY the maintenance easement described in paragraph 4 below. The form of the county deed to be executed by the COUNTY is attached hereto as Exhibit 2.

E. BROSS shall execute a warranty deed which shall convey in fee simple forever, to the COUNTY, BROSS's half-interest in the COUNTY partition property. The form of the warranty deed to be executed by BROSS is attached hereto as Exhibit 3.

#### **4. Maintenance easement in the COUNTY's favor**

BROSS, on his behalf and on behalf of his successors and assigns, agrees that as to the portions of the BROSS partition property which abut the body of water known as Snake Creek as depicted on the partition survey, the COUNTY shall have and hold in perpetuity an easement on, upon, or through such abutting lands for the purpose of accessing and maintaining Snake Creek. Such activities by the COUNTY may include, but are not limited to, maintaining the physical integrity and functionality of the creek (e.g., erosion remediation, sediment removal, planting of

stabilizing vegetation), routine mowing/trimming, and clearing and/or removing of overgrowth and vegetation. Such easement shall extend twenty-five (25) feet, in a landward direction, onto and upon the BROSS partition property, as measured perpendicularly from the western water's edge of the creek which runs along the BROSS partition property's boundary. The existence and continuation of this easement shall run with the land, and be included as a deed restriction in any subsequent deed or conveyance associated with the BROSS partition property.

**5. Limited easement across the Treatment Facility property in BROSS's favor**

A. The COUNTY agrees BROSS shall have a limited easement on or across a portion of the COUNTY's real property which bears Parcel ID number 24-36-02-00-519, generally known as the Sykes Creek Regional Wastewater Treatment Facility property ("Treatment Facility property"). The bounds of the limited easement are depicted on the partition survey, and are shaded in yellow.

B. BROSS and the COUNTY agree the partition survey's depiction of the land area covered by this limited easement has been prepared for purposes of general reference and convenience, and the legal / metes and bounds description provided controls over the survey's depiction, to the extent they may be inconsistent.

C. This limited easement may be used solely by BROSS for purposes of use by one (1) single-family dwelling, and may not exceed an average use of 9.57 trips per day, over any 30-day period. Should actual usage of this limited easement over any 30-day period exceed an average use of 9.57 trips per day, this limited easement shall terminate without notice.

D. The County makes no representations, guarantees, warranties, promises, or assertions as to whether BROSS has or may have any right to ingress or egress on or across any properties which abut the land area covered by this limited easement, including but not limited to the properties to the south of such land area, namely the properties currently owned by Savannah Landing Homeowners' Association, Inc., which bear Parcel ID numbers 24-36-11-25-\*-E and 24-36-11-25-\*-B (collectively, "Savannah properties"), and which are properties that are not maintained nor otherwise controlled by the COUNTY. BROSS, in entering into this Agreement, assumes the risk that he may have no right of ingress or egress on or across any properties which abut the land area covered by this limited easement, namely the Savannah properties, and BROSS prospectively releases and waives any

claim or legal action against the COUNTY with regard to any right to access, or ingress or egress across, properties which abut the land area covered by this limited easement. This easement shall not otherwise affect BROSS's use of the property that comprises the easement as long as his activities do not affect the COUNTY's easement.

E. BROSS acknowledges and agrees this Agreement does not provide to BROSS any right to access, travel, ingress, or egress through or across, any land areas of: the Treatment Facility property outside of the land area covered by this limited easement; the COUNTY partition property as herein conveyed; COUNTY-owned property which abuts, neighbors, is situated next to, or connects to the BROSS partition property; or COUNTY-owned property which lies between the BROSS partition property and any public or private pathway, driveway, road, street, thoroughfare, or highway.

## **6. Agreement to not conduct commercial activities**

BROSS, on his behalf and on behalf of his successors and assigns, agrees not to conduct commercial activities on the BROSS partition property. This provision will be included as a deed restriction. This restriction neither precludes nor permits agricultural uses or agritourism activity, nor does this provision concern or grant any right to agricultural uses or agritourism activity.

## **7. Release of claims**

A. In exchange for the COUNTY agreeing to sell and convey its interest in the BROSS partition property to BROSS as provided above, BROSS releases, acquits, and forever discharges, for himself and his administrators, assigns, agents, employees, attorneys, servants, volunteers, and insurance companies, and any and all affiliated or associated persons, companies, and entities, the COUNTY, including but not limited to all of the COUNTY's officers, directors, commission members, board members, committee members, agents, employees, attorneys, servants, volunteers, insurance companies, and claims administrators ("Released Parties") from any and all claims, causes of action, administrative challenges, suits, demands, and liabilities known or unknown, foreseen or unforeseen, matured or unmatured, developed or undeveloped, discoverable or undiscoverable, fixed or contingent, liquidated or unliquidated, including but not limited to: claims asserted or which could have been asserted in the legal action; claims which exist or may exist as of the date on which this Agreement is executed; and claims which exist or may exist

in relation to, or come into existence by virtue of, BROSS's acquisition of complete ownership of the BROSS partition property, including but not limited to statutory way of necessity claims, prescriptive easement claims, or statutory easement claims.

B. BROSS acknowledges and agrees the 80-acre parcel, including the BROSS partition property, is low-lying and prone to flooding.

## **8. Board approval required**

A. BROSS and the COUNTY agree this Agreement shall become effective and enforceable upon the Board's approval of this Agreement, should that occur, and execution of this Agreement by BROSS and a Board designee.

B. BROSS acknowledges and agrees this Agreement will not be presented to the Board for consideration until it is first executed by BROSS and delivered to the COUNTY or its attorneys, and will be considered by the Board via a public meeting noticed and held in accordance with chapter 286, Fla. Stat., and the COUNTY's Code of Ordinances. The COUNTY agrees this Agreement will be presented to the Board for consideration, once received in executed form from BROSS, allowing time for public notice, at a regularly-scheduled, regular Board meeting. BROSS recognizes and acknowledges the Board is under no obligation to approve this Agreement, and shall consider whether to approve this Agreement in accordance with the Board's discretionary, governmental authority. Should the Board not approve this Agreement, the tentative settlement reached by the parties and this Agreement shall become null and void in all respects.

C. Should the Board approve this Agreement, and authorize execution of this Agreement by a Board designee, the Board further authorizes such designee to execute any documents, including but not limited to any associated closing documents, which may be needed to effectuate the sale and conveyance of the COUNTY's half-interest in the BROSS partition property, to BROSS, as contemplated under section 3.

## **9. Additional documents**

BROSS and the COUNTY agree to cooperate as to the preparation, execution, and/or filing (if needed) of any supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to this Agreement, including the execution of deeds as contemplated under section 3, and

the filing of a “Notice of Voluntary Dismissal with Prejudice” of BROSS’s claims against the COUNTY in the legal action, which BROSS agrees to file immediately following execution of this Agreement by a Board designee, should that occur. The parties shall not file a copy of this Agreement in the court file associated with the legal action unless ordered to do so by the court. However, this Agreement shall be recorded in the official records of Brevard County.

**10. No vested rights created, and regulatory and code requirements not waived**

BROSS acknowledges and agrees this Agreement in no way:

A. creates any vested rights as to future actions or activities which may subsequently take place or occur upon the BROSS partition property.

B. operates as a waiver of, or representation as to, any regulatory and/or developmental requirements or processes which may apply under the COUNTY’s Code of Ordinances and/or Comprehensive Plan.

C. guarantees nor suggests the approval of, nor has any effect upon, any development applications BROSS may submit to the COUNTY as to activities on or upon the BROSS partition property.

D. creates any affirmative, prospective obligations on the COUNTY’s part as to the handling and consideration of development applications from BROSS.

**11. Liens or other encumbrances**

A. BROSS warrants and represents there are no liens or encumbrances of any kind which apply to BROSS’s half-interest in the 80-acre parcel. BROSS agrees to indemnify, hold harmless, and defend the COUNTY as to any claims or actions against the COUNTY which involve any liens or encumbrances as to BROSS’s half-interest which exist as of BROSS’s execution of this Agreement.

B. The COUNTY warrants and represents there are no liens or encumbrances of any kind which apply to the COUNTY’s half-interest in the 80-acre parcel. The COUNTY agrees to indemnify, hold harmless, and defend BROSS as to any claims or actions against BROSS which involve any liens or encumbrances

as to the COUNTY's half-interest which exist as of the COUNTY's execution of this Agreement.

## **12. Warranty of capacity**

BROSS and the COUNTY warrant and represent they:

- A. are each legally competent to execute this Agreement.
- B. have not, except as to attorney's fees, assigned, pledged, or otherwise sold or transferred, either by instrument in writing or otherwise, any right, title, interest, or claim which they may have in association with the 80-acre parcel, or as to matters arising out of or related to the legal action.
- C. were, before executing this Agreement, fully informed of its terms, contents, conditions, and effects, and in settling have had the benefit and advice of lawyers of their choosing and no representations about the nature and extent of the claims and matters at issue in the legal action made by any attorney or agent of any of the Release Parties, nor any representations regarding the nature and extent of liability or lack thereof in the legal action, have induced them to execute this Agreement.

## **13. No admission of liability or non-liability**

BROSS and the COUNTY agree nothing in this Agreement shall be deemed an admission of liability or non-liability on the part of any party to the legal action.

## **14. Attorney's fees and costs**

BROSS and the COUNTY agree, except as specifically provided in this Agreement, they each shall bear their own attorney's fees and costs incurred in connection with the legal action and all matters associated with this Agreement.

## **15. Joint preparation of this Agreement**

BROSS and the COUNTY agree they jointly and collaboratively prepared this Agreement, and it should be construed and interpreted as such.

## **16. Full agreement of the parties**



BROSS and the COUNTY agree this Agreement represents a complete and final understanding on all issues and matters addressed in this Agreement, the 80-acre parcel, and the legal action, and supersedes any and all prior agreements, tentative or otherwise, written or otherwise, between them as to the issues and matters addressed in this Agreement, the 80-acre parcel, and the legal action. BROSS and the COUNTY agree this Agreement may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement signed by BROSS and the COUNTY.

#### **17. Applicable law**

BROSS and the COUNTY agree this Agreement shall be construed and interpreted in accordance with Florida law, without regard to otherwise applicable principles of conflict of law.

#### **18. Execution of Agreement**

BROSS and the COUNTY agree this Agreement may be executed in counterparts and, if so executed, all counterparts collectively shall constitute one binding agreement. And, they agree faxed and e-mailed signatures shall be deemed originals.

**\*\*\*BY SIGNING BELOW, YOU AGREE TO BE BOUND BY THE  
TERMS AND CONDITIONS STATED ABOVE\*\*\***

/s/

\_\_\_\_\_  
PAUL BROSS

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to before me by the means of \_\_\_\_\_  
physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of April, 2024, by  
PAUL BROSS, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Print:

My Commission Expires:

Notary Public:

Signing on behalf of:  
BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS

/s/

\_\_\_\_\_  
Jason Steele, Chair

\_\_\_\_\_(date)

ATTEST:

\_\_\_\_\_  
Clerk of Court

EXHIBIT 1

MEDIATED AGREEMENT

PROPOSED SETTLEMENT OFFER

A proposed settlement offer for the Brevard County Board of County Commissioners to consider, Paul Bross, pro se litigant, hereby agrees to the following terms:

- 1) The County agrees to provide a 25-foot triangular easement on the southeast corner of the WWTF property. This easement shall only be used for one (1) single family residential purposes. Reference exhibit of map.
- 2) The 80-acre parcel is hereby divided in accordance with the map attached hereto.
  - a. The County will receive an easement along the western bank of Snake Creek for maintenance, access, ingress, and egress along the portion belonging to Paul Bross, successors and assigns. The easement shall include, but is not limited to, removal of vegetation, sedimentation, and hanging vegetation.
  - b. Paul Bross, successors and assigns, agrees not to conduct commercial activities on the property. This provision will be included as a deed restriction. This restriction neither precludes nor permits agricultural uses or agritourism activity, nor does this provision concern or grant any right to agricultural uses or agritourism activity.
  - c. Paul Bross, successors and assigns, agrees to waive and release any and all causes of actions against the County that presently exist, known or unknown, or which are asserted as part of the pending lawsuit, including, but not limited to, an act of God, access/easements, or takings/inverse condemnation. This provision will be included as a deed restriction.
  - d. Paul Bross acknowledges that the property is prone to flooding.
  - e. Paul Bross, successors and assigns, hereby waives and releases the County from any and all causes of action pertaining to access, including, but not limited to, statutory ways of necessity or prescriptive easements.
  - f. Each party shall bear their own respective fees and costs.
  - g. County will draft legal descriptions.
  - h. County will pick surveyor; parties to split the costs.
- 3) If this proposal is approved by the Board, the settlement will be memorialized in a formal agreement executed by the parties.
- 4) The parties agree to execute any and all documents necessary to carry out the spirit and intent of this settlement. Each party shall execute an affidavit stating that there are no liens and/or encumbrances on the property.

Paul Bross

Date

3/11/22

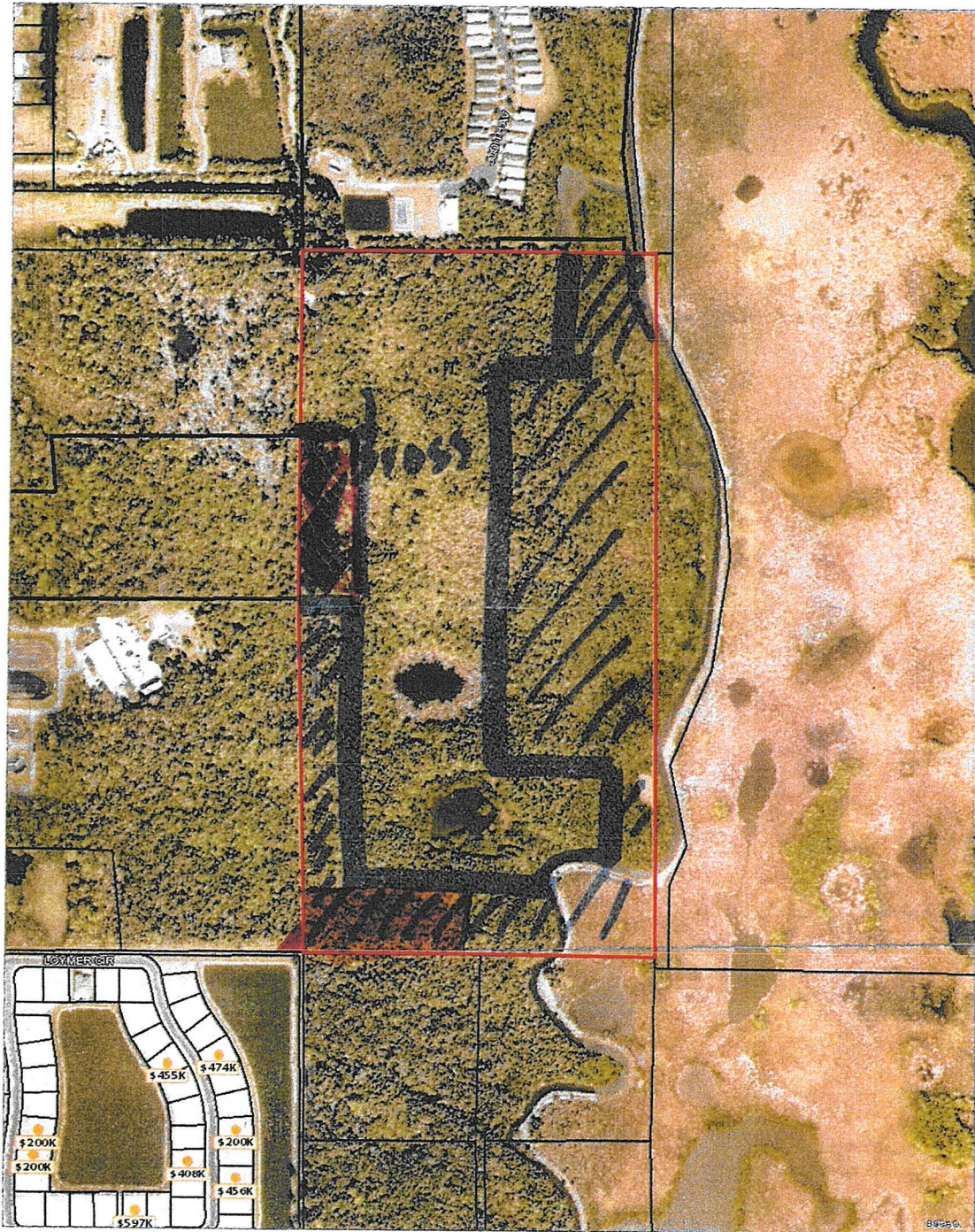
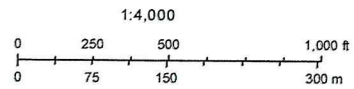
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Easement  
from County  
access  
use by  
1-SF ~~residence~~  
residence

25'

3-11-22  
12 PM





All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created March 10, 2022 (map data dates may vary)

PcB 3/11/22 12pm

EXHIBIT 2

FORM OF DEED TO BE EXECUTED BY BREVARD COUNTY



Instrument prepared by:  
Dale A. Scott  
Roper, P.A.  
2707 E. Jefferson St.  
Orlando, FL 32803

**DEED FOR CONVEYANCE OF LAND BY COUNTY**

**This Deed**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Brevard County, Florida**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, FL 32940, party of the first part, and **Paul E. Bross**, individually, an unmarried man, whose address is 265 Atlantic Dr., Melbourne, FL 32951, party of the second part,

**Witnesseth** that the said party of the first part, for and in consideration of the sum of ten dollars and zero cents (\$10.00), to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Brevard County, Florida:

Party of the first part's one-half interest in the following lands, reserving a maintenance easement as described herein:

[INSERT LEGAL DESCRIPTION OF BROSS PARTITION PROPERTY AND MAINTENANCE EASEMENT RESERVATION]

The existence and continuation of the above-described maintenance easement shall run with the land, and be included as a deed restriction in any subsequent deed or conveyance associated with the above-described land.

Paul E. Bross, on his behalf and on behalf of his successors and assigns, has agreed not to conduct commercial activities on the above-described land. This provision shall be included as a deed restriction in any subsequent deed or conveyance associated with the above-described land.

**In witness whereof** the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

BREVARD COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS:

/s/ \_\_\_\_\_  
Chair  
\_\_\_\_\_ (date)

ATTEST:

\_\_\_\_\_  
Clerk of Court

EXHIBIT 3

FORM OF DEED TO BE EXECUTED BY PAUL E. BROSS

Instrument prepared by:  
Dale A. Scott  
Roper, P.A.  
2707 E. Jefferson St.  
Orlando, FL 32803

**WARRANTY DEED**

**This Warranty Deed**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Paul E. Bross**, individually, an unmarried man, whose address is 265 Atlantic Dr., Melbourne, FL 32951, hereinafter called "Grantor," to **Brevard County, Florida**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, FL 32940, hereinafter called "Grantee" (wherever used herein the terms "Grantor" and "Grantee" shall include all the parties of this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

**Witnesseth**, that Grantor, for and in consideration of the sum of ten dollars and zero cents (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in the County of Brevard, State of Florida, viz:

Grantor's one-half interest in the following lands:

[INSERT LEGAL DESCRIPTION OF COUNTY PARTITION PROPERTY] together with [DESCRIBE 25' MAINTENANCE EASEMENT].

**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold, the same in fee simple forever, and Grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

**In Witness Whereof**, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness Signature as to Grantor

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature as to Grantor

\_\_\_\_\_  
Post Office Address

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was sworn to and signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Paul E. Bross**, who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Print:

My Commission Expires:

Notary Public: