



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.1.

7/8/2025

Subject:

Authorization of Settlement Agreement for Brevard County Shore Protection Project (Mid Reach Segment Renourishment Easement BRP-174)

Fiscal Impact:

\$121,721 total settlement costs funded from the Tourism Beach Fund (1442/293100), with approximately 57.4% (\$69,868) eligible for ~~reimbursement~~credit through future Federal cost share and 50% (\$25,927) of remaining cost eligible for reimbursement from State, resulting in \$25,927 local cost.

Dept/Office:

County Attorney's Office

Requested Action:

Staff requests that the Board of County Commissioners approve a partial settlement of Brevard County Circuit Court Case No. 05-2023-CA-015474-XXXX-XX, settling the case as to defendants Thirrel A. Altman, Jr., individually and as trustee of the Thirrel A. Altman Sr. Trust U/T/D March 16, 2001 (the "Altman Group"), and authorize the Chairman to execute the Settlement Agreement and any other documents necessary to finalize and effectuate the settlement.

Summary Explanation and Background:

The County filed the eminent domain case styled Brevard County v. Thirrel A. Altman, Jr., Trustee of the Thirell A. Altman Sr. Trust U/T/D March 16, 2001, et al., Brevard County Circuit Court Case No. 05-2023-CA-015474-XXXX-XX, 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 Corp of Army Engineers. The County and the Altman Group desire to resolve their dispute to limit risk and conserve their resources. Nothing in the Settlement Agreement shall be interpreted as either party conceding the positions asserted in the above-styled case.

The settlement amount consists of \$100,000 paid to the Altman Group related to the taking of BRP-174 in full and final settlement of all claims related to this eminent domain case; \$20,394 in attorneys' fees based on a statutory formula; and \$1,327 in taxable costs.

Copies of the Settlement Agreement and proposed Stipulated Final Judgment and Order on Apportionment and Disbursement of Condemnation Award as to Parcel BRP-174 are attached.

Clerk to the Board Instructions:

Provide the County Attorney's Office with a copy of the Clerk's Memorandum and signed copy of the Settlement Agreement with Clerk's attestation.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

July 9, 2025

MEMORANDUM

TO: Morris Richardson, County Attorney

RE: Item I.1., Authorization of Settlement Agreement for Brevard County Shore Protection Project, Mid Reach Segment Renourishment Easement BRP-174

The Board of County Commissioners, in regular session on July 8, 2025, approved a partial settlement of Brevard County Circuit Court Case No. 05-2023-CA-015474-XXXX-XX, settling the case as to defendants Thirrel A. Altman, Jr., individually and as trustee of the Thirrel A. Altman Sr. Trust U/T/D March 16, 2001 (the Altman Group); and authorized the Chairman to execute the Settlement Agreement and any other documents necessary to finalize and effectuate the settlement. Enclosed is an executed Settlement Agreement.

Upon execution by all parties, please return a fully executed Agreement to this office for inclusion of the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

cc: Finance
Budget

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Altman, Thirrel Adolphus Jr.		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Brevard County Board of County Commissioners	
MAILING ADDRESS 150 5th Avenue, Suite D		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Indialantic	COUNTY Brevard	<input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED July 8, 2025		NAME OF POLITICAL SUBDIVISION: Brevard County	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Thirrel Adolphus Altman, Jr., hereby disclose that on July 8, 20 25 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☒ inured to the special gain or loss of my relative, Roberta Altman, Alex Altman, and Debbie Pooley;
- ☒ inured to the special gain or loss of Thirrel A. Altman Sr. Trust U/T/D March 16, 2001, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Brevard County filed the eminent domain case styled Brevard County, Florida v. Thirrel A. Altman, Jr., Trustee of the Thirrel A. Altman Sr. Trust U/T/D March 16, 2001, et al., Brevard County Circuit Court Case No. 05-2023-CA-15474-XXXX-XX, 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 Corp of Army Engineers. The measure before my agency was a settlement agreement between Brevard County and myself, as Trustee and individually, providing for payment from Brevard County as full and final settlement of all claims related to the taking of BRP-174.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

July 22, 2025
Date Filed

Thirrel A. Altman Jr.
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

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**

Signed by:

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

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.

ATTEST:

Rachel Sadoff, Clerk

PETITIONER, BREVARD COUNTY



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 capacity

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

VIA EMAIL:

Alicia Gonzalez, Esq.

Mitchell J. Burnstein, Esq.

Lindsay M. Behnke, Esq.

Weiss Serota Helfman Cole & Bierman, P.L.

Co-Counsel for Petitioner

200 East Broward Boulevard, Suite 1900

Fort Lauderdale, FL 33301

Tel: (954) 763-4242

Primary Email: agonzalez@wsh-law.com

Secondary Email: ozuniga@wsh-law.com

Tertiary Email: pgrotto@wsh-law.com

Primary Email: mburnstein@wsh-law.com

Secondary Email: lbrewley@wsh-law.com

Primary Email: lbehnke@wsh-law.com

Secondary Email: mboschini@wsh-law.com

Justin E. Caron, Esq.

Brevard County

Co-Counsel for Petitioner

Brevard County Attorney's Office

2725 Judge Fran Jamieson Way, Suite C308

Viera, FL 32940

Tel: (321) 633-2090

Primary Email: justin.caron@brevardfl.gov

Secondary Email: calvin.khan@brevardfl.gov

Tertiary Email: karen.lane@brevardfl.gov

Trizia G. Eavenson, Esq.

Eavenson Law, LLC

Attorney for Respondent, Lisa Cullen Brevard County Tax Collector

6767 North Wickham Road

Suite 400

Melbourne, FL 32940

Tel: (321) 241-4777

Primary Email: Trizia@TGElawfirm,.com

Secondary Email: Carol@TGElawfirm.com

Tertiary: Alicia.Foley@BrevardTC.com

Blake H. Gaylord, Esq.

Gaylord Merlin Ludovici & Diaz

Attorneys for Respondent, Hubbard Investments, Inc.

501 West Cypress Street

Tampa, FL 33607
Tel: (813) 221-9000
Primary Email: bgaylord@gaylordmerlin.com
Secondary Email: sstasio@gaylordmerlin.com

Edgar Lopez, Esq.

Harris Harris Bauerle Lopez
*Attorneys for Respondents, Thirrel A. Altman, Jr.,
Daniel Hasratian, and Karine Melkounian*
222 S. Pennsylvania Avenue, Suite 100
Winter Park, FL 32789
Tel: (407) 843-0404
Primary Email: edgar@hhblfl.com
Secondary Email: rebecca@hhblfl.com

Ileen J. Cantor, Esq.

LOGS Legal Group, LLP
Attorneys for MERS, as Nominee for HSBC Bank USA, N.A.
2424 N. Federal Highway, Suite 360
Boca Raton, FL 33431
Tel: (561) 998-6700 ext. 66695
Primary Email: FLeService@logs.com
Primary Email: icantor@logs.com

Via Mail:

Lowe's Home Centers, LLC

c/o Corporation Service Company (Registered Agent)
1201 Hays Street
Tallahassee, FL 32301-2525

Fence Outlet, Inc.

c/o Alton L. Lightsey (Registered Agent)
222 W. Comstock Avenue, Suite 200
Winter Park, FL 32789

Mortgage Electronic Registration Systems, Inc. (MERS)

as nominee for TD Bank, N.A.
c/o CT Corporation System
1201 South Pine Island Road
Plantation, FL 33324

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 on Thursday, August 14, 2025.

05-2023-CA-015474 08/14/2025 07:38:18 PM

A handwritten signature in black ink, appearing to read 'KS', followed by a horizontal line.

Kristen Smith-Rodriguez, Circuit Judge
05-2023-CA-015474 08/14/2025 07:38:18 PM

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

VIA EMAIL:

Alicia Gonzalez, Esq.
Mitchell J. Burnstein, Esq.
Lindsay M. Behnke, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
Co-Counsel for Petitioner
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301
Tel: (954) 763-4242
Primary Email: agonzalez@wsh-law.com
Secondary Email: ozuniga@wsh-law.com
Tertiary Email: pgrotto@wsh-law.com
Primary Email: mburnstein@wsh-law.com
Secondary Email: lbrewley@wsh-law.com
Primary Email: lbehnke@wsh-law.com
Secondary Email: mboschini@wsh-law.com

Justin E. Caron, Esq.
Brevard County
Co-Counsel for Petitioner
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite C308
Viera, FL 32940
Tel: (321) 633-2090
Primary Email: justin.caron@brevardfl.gov
Secondary Email: calvin.khan@brevardfl.gov
Tertiary Email: karen.lane@brevardfl.gov

Trizia G. Eavenson, Esq.
Eavenson Law, LLC
Attorney for Respondent, Lisa Cullen Brevard County Tax Collector
6767 North Wickham Road
Suite 400
Melbourne, FL 32940
Tel: (321)241-4777
Primary Email: Trizia@TGElawfirm,.com
Secondary Email: Carol@TGElawfirm.com

Tertiary: Alicia.Foley@BrevardTC.com

Blake H. Gaylord, Esq.

Gaylord Merlin Ludovici & Diaz
Attorneys for Respondent, Hubbard Investments, Inc.
501 West Cypress Street
Tampa, FL 33607
Tel: (813) 221-9000
Primary Email: bgaylord@gaylordmerlin.com
Secondary Email: sstasio@gaylordmerlin.com

Edgar Lopez, Esq.

Harris Harris Bauerle Lopez
*Attorneys for Respondents, Thirrel A. Altman, Jr.,
Daniel Hasratian, and Karine Melkounian*
222 S. Pennsylvania Avenue, Suite 100
Winter Park, FL 32789
Tel: (407) 843-0404
Primary Email: edgar@hhblfl.com
Secondary Email: rebecca@hhblfl.com

Ileen J. Cantor, Esq.

LOGS Legal Group, LLP
Attorneys for MERS, as Nominee for HSBC Bank USA, N.A.
2424 N. Federal Highway, Suite 360
Boca Raton, FL 33431
Tel: (561) 998-6700 ext. 66695
Primary Email: FLeService@logs.com
Primary Email: icantor@logs.com

Via Mail:

Lowe's Home Centers, LLC

c/o Corporation Service Company (Registered Agent)
1201 Hays Street
Tallahassee, FL 32301-2525

Fence Outlet, Inc.

c/o Alton L. Lightsey (Registered Agent)
222 W. Comstock Avenue, Suite 200
Winter Park, FL 32789

Mortgage Electronic Registration Systems, Inc. (MERS)

as nominee for TD Bank, N.A.
c/o CT Corporation System

1201 South Pine Island Road
Plantation, FL 33324

Board Meeting Date

Item Number: I.1

Motion By: Delaney

Second By: Adkinson

Nay By: _____

Commissioner	DISTRICT	AYE	NAY
1 Commissioner Delaney	1	✓	
Vice Chair Goodson	2	✓	
2 Commissioner Adkinson	3	✓	
Commissioner Altman <i>Conflict disclosure form</i> <i>abstain</i>	5		
Chairman Feltner	4		✓