

AGENDA	
Section	Consent
Item No.	II D 5

Meeting Date
<b>January 10, 2017</b>



## AGENDA REPORT

## BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approve Settlement Agreement in the amount of \$90,000.00 Re: Louis C. Morehead, III v. Brevard County, Florida Case No. 05-2007-CA-006126.						
DEPT/OFFICE:	County Attorney's Office and Utility Services Department Scott Knox, County Attorney, and Diana Yuan and Cristina Berrios, Assistant County Attorneys. <a href="mailto:Scott.knox@brevardcounty.us">Scott.knox@brevardcounty.us</a> ; <a href="mailto:diana.yuan@brevardcounty.us">diana.yuan@brevardcounty.us</a> ; <a href="mailto:Cristina.berrios@brevardcounty.us">Cristina.berrios@brevardcounty.us</a> Jim Helmer, Director Utilities, <a href="mailto:jim.helmer@brevardcounty.us">jim.helmer@brevardcounty.us</a>						
Requested Action:	The County Attorney's Office requests that the Board approve a settlement in the amount of \$90,000 in the matter of Louis C. Morehead, III v. Brevard County, Florida Case No. 05-2007-CA-006126.						
Summary Explanation & Background:	<p>A lawsuit was filed in 2007 by Louis C. Morehead, III relating to the County's use and operation of the J-2 Lift Station on a parcel of property on the corner of Fay Boulevard and U.S. 1 in Port St. John.</p> <p>On December 20, 2016, the Board of County Commissioners met in an attorney-client private meeting and accepted and authorized the proposed settlement in the amount of \$90,000.00. This amount is to purchase the fee simple property interest and Lift Station improvements on the subject property.</p> <p>Fiscal impact: \$90,000.00 Commission District: 1 Fund Account/ Cost Code: 4150/365190/5313300</p>						
Clerk to the Board Instructions:							
Exhibits Attached:	Transcript from 12/20/16 Executive Session, Settlement Agreement						
Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager		Department Director / Extension				
Stockton Whitten	Assistant County Manager		Jim Helmer, Utilities Director				
			Scott Knox, County Attorney				



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

January 11, 2017

MEMORANDUM

TO: Scott Knox, County Attorney

RE: Item II.D.5., Approval of Settlement Agreement in the Amount of \$90,000 for Louis C. Morehead, III v. Brevard County, Case No. 05-2007-CA-006126

The Board of County Commissioners, in regular session on January 10, 2017, granted approval of the Settlement Agreement in the amount of \$90,000 for Louis C. Morehead, III v. Brevard County, Case No. 05-2007-CA-006126. Enclosed is a fully-executed Settlement Agreement.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Contract Administration  
Finance  
Budget

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

CASE NO.: 05-2007-CA-006126-XXXX-XX

LOUIS C. MOREHEAD III,

Plaintiff,

v.

BREVARD COUNTY, FLORIDA  
a political subdivision of the State of  
Florida,

Defendant.

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**SETTLEMENT AGREEMENT**

The parties to this Settlement Agreement, made this 10 day of Jan., 2017 by and between BREVARD COUNTY ("COUNTY") and LOUIS C. MOREHEAD, III ("MOREHEAD"), hereby agree as follows:

WHEREAS, on or about March 7, 2007, Morehead filed suit against the County alleging inverse condemnation for the County's use and operation of the J-2 Lift Station on his property;

WHEREAS, the claim for inverse condemnation was dismissed and the Corrected Third Amended Complaint alleged claims for implied damages, quantum meruit, unjust enrichment, and injunctive relief;

WHEREAS, the claims for implied damages, quantum meruit, and unjust enrichment were dismissed, leaving only the claim for injunctive relief;

WHEREAS, the parties desire to resolve this matter without further litigation

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, receipt and adequacy of which are hereby acknowledged, the COUNTY and MOREHEAD agree as follows:

1. Recitals. The above recitals are true and correct and form a part of this Agreement, with neither party admitting any guilt, liability, or obligations relating to any of the legal claims made by the parties in the cases that are the subject of this Agreement.
2. Approval and Authorization. The Brevard County Board of County Commissioners must approve this Agreement and this Agreement is subject to and contingent upon Board approval at a public hearing. County staff will seek approval from the Board of County Commissioners.
3. Purchase of Property. Morehead agrees to sell to the County the subject parcel as described in the legal description attached as **Exhibit "A"** and depicted in the survey attached as **Exhibit "C"** by executing the "Contract for Purchase and Sale" attached hereto as **Exhibit "D."** The executed Contract for Purchase and Sale attached hereto as **Exhibit "D"** is hereby fully incorporated into this Agreement and made a part thereof.
4. Purchase of Improvements and Fixtures. Morehead agrees to sell to the County any and all improvements and fixtures on the subject parcel including but not limited to those listed in **Exhibit "B"** by executing the "Bill of Sale" attached hereto as **Exhibit "E."** The executed Bill of Sale attached hereto as **Exhibit "E"** is hereby fully incorporated into this Agreement and made a part thereof.
5. Consideration. In consideration of all sales and purchases, the County agrees to pay Morehead the sum of \$90,000.

6. Voluntary Dismissal of Plaintiff's Claims. After the Chairman of the Board of County Commissioners executes this Agreement, the County shall cause the Joint Agreement for Dismissal, attached hereto as **Exhibit "F"** to be filed in the Eighteenth Judicial Circuit, in and for Brevard County, Florida in Case Number: 05-2007-CA-006126, *Louis C. Morehead, III v. Brevard County.*
7. Enforcement. Either party has the right to enforce the provisions of this Agreement through a cause of action in the circuit court for any appropriate legal remedy, including, but not limited to, specific performance and/or injunctive relief.
8. No Admission of Liability. This Agreement shall not in any way be construed as an admission by the County or Morehead that either has acted wrongfully with respect to one another. Accordingly, this Agreement shall not serve as or be construed to be admissible in any proceeding as evidence that either party has prevailed in Case Number 05-2007-CA-006126, filed in the Eighteenth Judicial Circuit in and for Brevard County, Florida, or that either party has engaged in any wrongdoing.
9. Legal Advice/Attorney's Fees. Each Party has had the opportunity to consult with legal counsel with respect to the advisability of making this Agreement. Each Party has read and fully understands all of the provisions of this Agreement, and is voluntarily entering into this Agreement. Each party shall bear its own attorney's fees and costs in this action.
10. No other claims. Morehead represents that aside from the claims made in Case Number 05-2007-CA-006126, he has not filed or participated in the filing of any other complaints, grievances, demands, charges, or lawsuits against the County. Morehead hereby waives any claims or causes of actions based on the same facts and/or law or stemming from the

same facts and/or law as set forth in his claims made in Case Number 05-2007-CA-006126.

11. Release. Subject to and contingent upon the payment in full by the County of the Settlement Amount, the County and Morehead, both on behalf of themselves, and all representatives, personal representatives, successors, attorneys, employees, assignors and assigns of any or all of them, do hereby acknowledge the adequacy, delivery and reasonableness of the consideration set forth herein and each does hereby release and forever discharge one another in full, along with their representatives, personal representatives, successors, attorneys, employees, assignors and assigns of any or all of them, from any and all claims, arising from the beginning of time to the date of this Settlement Agreement, whether accrued or unaccrued, and whether known or unknown, that the County and Morehead each has or may have arising from or in any way related to any and all matters arising from Case Number 05-2007-CA-006126 and/or the property subject thereto. This release is intended to be a general release and not limited in any way (except for any claims arising from any alleged breach of this Settlement Agreement).
12. Venue and Governing Law. This Agreement shall be governed by the laws of the State of Florida. In the event of any action arising hereunder, venue shall be in a court of competent jurisdiction in Brevard County. Venue for any federal action shall be in the United States District Court for the Middle District of Florida. In the event of litigation relating to this agreement, each party shall bear its own attorney's fees and costs.
13. Severability. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

14. Waiver. The failure of any Party to this Settlement Agreement to insist upon the performance of any of the terms and conditions of this Settlement Agreement, or the waiver of any breach of any of the terms and conditions of this Settlement Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
15. Construction. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. This Agreement shall be deemed to have been drafted jointly by the parties; accordingly, any rule pertaining to the construction of contracts to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or of any modification of or amendment to this Agreement.
16. Sole and Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to the subject matter hereof. The parties acknowledge that neither they, nor their agents or attorneys have made any promise, representation, or warranty whatsoever, either, express or implied, written or oral, other than the express written representations herein. The parties agree that this Agreement may not be altered, amended, modified or otherwise changed in any respect except by another written agreement signed by those parties who are affected by the alteration, amendment, modification, or change.
17. Execution in Counterparts. This Agreement may be executed in counterparts and, if so executed, all counterparts collectively will constitute one agreement binding on all Parties.

18. Electronic Signatures. Faxed and emailed signatures shall be deemed originals.
19. Notices. Any notice or notices required or permitted by this Agreement or that shall be given by reason of this Agreement shall be in writing and shall be delivered to the last attorney of record for each of the parties in the manner and at the address required for service of pleadings and papers, except that electronic mail notices shall be effective only if separately acknowledged by the person to whom the notice is given.
20. Capacity. Morehead and the County, by the signatures affixed below, each acknowledge and agree that the persons signing this Settlement Agreement have the legal capacity to do so and are fully and duly authorized and empowered to fully bind the party whom they represent and for whom they have affixed their signature in all respects and that any such defense or argument of lack of capacity are specifically waived.

ATTEST:



SCOTT ELLIS, Clerk to the Board

BREVARD COUNTY BOARD OF COUNTY  
COMMISSIONERS



CURT SMITH, Chair of the Board

As approved by the Board on: 1/10/17

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Plaintiff, LOUIS C. MOREHEAD, III

Defendant, BREVARD COUNTY, a political  
subdivision of the State of Florida and Charter  
County

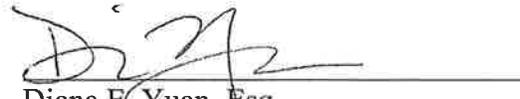
  
LOUIS C. MOREHEAD, III, Plaintiff

  
JIM HELMER, Director  
Department of Utilities

Date: 11/7/16

Date: 11/7/16

  
W. Bruce DelValle, Esq.  
Florida Bar No. 0779962  
Attorney for Plaintiff

  
Diana E. Yuan, Esq.  
Florida Bar No. 112304  
Cristina Berrios, Esq.  
Florida Bar No. 100691  
Brevard County Attorney's Office  
Attorney for Defendant

Date: Nov. 7, 2016

Date: Nov 7, 2016



CFN 97209190

OR Book/Page: 3738 / 1781

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF TRACT B AS SHOWN ON THE PLAT OF PORT ST. JOHN UNIT--ONE AS RECORDED IN PLAT BOOK 13, PAGE 126 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF FAY BOULEVARD WITH THE CENTERLINE OF WEST AVENUE AS SHOWN ON SAID PLAT OF PORT ST. JOHN UNIT--1; THENCE S.22°12'25"E., ALONG SAID CENTERLINE OF WEST AVENUE, 80.00 FEET; THENCE N.67°47'35"E., 30.00 FEET TO A POINT LYING ON THE WESTERLY BOUNDARY LINE OF SAID TRACT B, SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.67°47'35"W.; THENCE S.22°12'25"E., ALONG THE WESTERLY BOUNDARY OF SAID TRACT B, 60.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE S.22°12'25"E., ALONG SAID BOUNDARY OF SAID TRACT B, 60.00 FEET; THENCE N.67°47'35"E., 40.00 FEET TO A POINT LYING ON THE EASTERLY BOUNDARY OF SAID TRACT B; THENCE N.22°12'25"W., ALONG SAID EASTERLY BOUNDARY, 60.00 FEET; THENCE S.67°47'35"W., 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2400 SQUARE FEET.

TOGETHER WITH SEWER LIFT STATION AND RELATED EQUIPMENT AS LISTED ON EXHIBIT "B" ATTACHED HERETO, BEING A PART OF THIS EXHIBIT "A".



CFN 97209190

OR Book/Page: 3738 / 1782

L/S # J-2

LOCATION:

PUMP DATA

	<u>PUMP #1</u>	<u>PUMP #2</u>
SUCTION LINE	4"	4"
MAKE	GORMAN / RUPP	GORMAN / RUPP
MODEL	T4A3 - B	T4A3 - B
SERIAL #	405971	405970
H/P	15	15
MOTOR FRAME	254T	254T
PHASE	3	3
VOLTS	230	230
NAME PLATE AMPS	38	39
RPM	1755	1755
GPM		
TDH	10'	10'
AV.DLY.HRS.		
STARTER SIZE	SQ. D 2	SQ. D 2
ALTERNATOR	DUPLIX PUMP CONTROLLER P/N 11928	

VALVE DATA

MAKE

GATE	MULLER	2 EA. 4"
CHECK VALVE	MULLER	2 EA. 4"
EMER. DISCHARGE	GATE VALVE	4" F CAMLOCK

J-2

SHAFT HOUSING

GASKETS

IMPELLER DIAMETER #	9 3/4	SHAFT SLEEVE #	11876 A
IMPELLER #	10528	O RING #	S 1674
WEAR PLATE #	10532 A		
SEAL #	12364 A		

OTHER EQUIPMENT

WET WELL

BUBBLER SYSTEM WITH BACKUP FLOATBALLS RED LIGHT ON SITE GEN.	PRECAST DIA. 6'	DEPTH 15'6"
BELTS	#1 B-68	#2 B-68

COMMENTS:

F.P.L.

NEW PANEL BOX  
1 / 97

METER NO. ACCOUNT NO.  
5J28644 49003-01310



CONTRACT FOR SALE AND PURCHASE

Seller: Louis C. Morehead, III
P.O. Box 697
Sharpes, Florida 32959

Buyer: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Legal description of property being transferred: SEE ATTACHED EXHIBIT "A" and "B."

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, which is attached and incorporated into this agreement.

Purchase price: Parcel with tax account number 2320455 (and legal description as above-stated) for a total compensation of \$90,000.00.

Title evidence: At least 15 days before closing date, [ ] Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or [X] Buyer shall at Buyer's expense obtain [ ] a title search and/or [X] title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on February 10, 2017, unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing.
a. SELLER warrants that there are no parties in occupancy other than Seller or Buyer.
b. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for purposes.
c. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies COUNTY and agrees to hold COUNTY free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which COUNTY shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby.

Condemnation: This property [ ] is [X] is not being acquired under threat of condemnation. If so, this agreement, includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with §196.295, Fla. Stat.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

Special Clauses: [X] See attached addendum [ ] NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Curt Smith, CHAIRMAN

As approved by the Board 1/10/17
Date: Jan. 10, 2017

(Seller) \_\_\_\_\_ Date \_\_\_\_\_
By: \_\_\_\_\_ As: \_\_\_\_\_

## STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. EVIDENCE OF TITLE:** A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.
- B. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.
- C. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.
- D. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.
- E. TIME PERIOD:** Time is of the essence in this Contract.
- F. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.
- G. EXPENSES:** Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Buyer. Buyer will pay for the cost of recording the deed.
- H. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.
- I. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.
- J. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.
- K. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.
- L. CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.
- M. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.
- N. WARRANTY:** Seller warrants the title and covenants that he has the right and authority to sell and convey the subject parcel insofar as his predecessors in title warranted the same.

Reviewed for legal form and content:

\_\_\_\_\_, (Assistant) County Attorney

Seller's Initials: \_\_\_\_\_

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, That **LOUIS C MOREHEAD, III**, hereinafter called "SELLER," and in consideration of a settlement agreement executed on November 22, 2016, and other good and valuable consideration, to them in hand paid by the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the state of Florida, hereinafter "County", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these present do grant, bargain, sell, transfer and deliver unto the said "County," its successors and assigns, the following described property, assets and rights, to wit:

Any and all improvements, fixtures, appurtenances, or other incidental structures and/or improvements which are physically connected to or may be reasonably considered part of the aforesaid improvements located on the property detailed in "Exhibit A" including but not limited to those outlined in "Exhibit B" as attached.

TO HAVE AND TO HOLD all the foregoing unto the County, its successors and assigns, for its own use forever, free, clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the County, its successors and assigns, that he is the lawful owner of the above described personal property and assets; that said Seller has good right to sell personal property and assets.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed and sealed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
LOUIS C. MOREHEAD, III, Seller

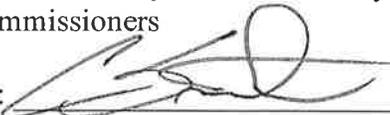
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2016, by Louis C. Morehead, III, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Brevard County Board of County  
Commissioners

By:   
CURT SMITH, Chair

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk to the Board

As approved by the Board: January 10, 2017  
Agenda Item # \_\_\_\_\_

**EXHIBIT "F"**

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

CASE NO.: 05-2007-CA-006126-XXXX-XX

LOUIS C. MOREHEAD III,

Plaintiff,

v.

BREVARD COUNTY, FLORIDA  
a political subdivision of the State of  
Florida,

Defendant.

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**JOINT AGREEMENT FOR DISMISSAL WITH PREJUDICE**

The Parties hereto, by and through their undersigned counsel, and pursuant to Fla. R. Civ. P. 1.420(a)(1)(B), hereby represent to the Court that this matter has been amicably settled and would jointly request entry of a Final Order of Dismissal, With Prejudice, in this matter. Each side shall bear its own attorney's fees and costs.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

W. Bruce DelValle, Esq.  
Florida Bar No.: 0779962  
Fein & DelValle PLLC  
300 New Jersey Ave NW, Ste 900  
Washington, DC 20001k  
Telephone 202-347-0130  
Email: [brucedelvalle@gmail.com](mailto:brucedelvalle@gmail.com)

Attorney for Plaintiff

---

Diana E. Yuan, Esq.  
Florida Bar No.: 112304  
Cristina T. Berrios, Esq.  
Florida Bar No.: 100691  
Brevard County Attorney's Office  
2725 Judge Fran Jamieson Way, Bldg. C  
Email: [Cristina.berrios@brevardcounty.us](mailto:Cristina.berrios@brevardcounty.us)  
Email: [diana.yuan@brevardcounty.us](mailto:diana.yuan@brevardcounty.us)  
Attorney for Defendant

Addendum to Settlement Agreement in  
LOUIS C. MOREHEAD, III v. BREVARD COUNTY, FLORIDA  
Case No. 05-2007-CA-006126

Exhibit "D" titled "Contract for Purchase and Sale" is modified as follows:

1. To remove the following text:

**Deposit:** \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

**Time for acceptance of offer; effective date; facsimile:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before November 22, 2016, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("**Effective Date**") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

2. The closing date is changed from November 29, 2016 to February 10, 2017.
3. The Chairman's name is changed from "Jim Barfield" to "Curt Smith."
4. Paragraph N is amended to read:

**N. WARRANTY:** Seller warrants the title and covenants that he has the right and authority to sell and convey the subject parcel insofar as his predecessors in title warranted the same.

Plaintiff, LOUIS C. MOREHEAD, III

Defendant, BREVARD COUNTY, a political subdivision of the State of Florida and Charter County

\_\_\_\_\_  
LOUIS C. MOREHEAD, III

Date: \_\_\_\_\_

\_\_\_\_\_  
W. Bruce DelValle, Esq.  
Florida Bar No. 0779962  
Attorney for Plaintiff

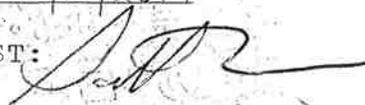
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Curt Smith, Chairman

Date: 1/10/17

  
\_\_\_\_\_  
Diana E. Yuan, Esq.  
Florida Bar No. 112304  
Cristina Berrios, Esq.  
Florida Bar No. 100691  
Brevard County Attorney's Office  
Attorney for Defendant

Date: 01/10/2017

ATTEST: 

\_\_\_\_\_  
SCOTT ELLIS, CLERK