



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.4.

9/16/2025

Subject:

Authorization of Settlement Agreements for Brevard County Shore Protection Project (Mid Reach Segment Renourishment Easements BRP-133, BRP-172, and BRP-173)

Fiscal Impact:

BRP-133: \$61,255 total settlement costs funded from the Tourism Beach Fund (1442/293100), with approximately 57.4% (\$35,160) eligible for credit through Federal cost share and 50% (\$13,047) of remaining cost eligible for reimbursement from State, resulting in \$13,047 local cost.

BRP-172 and BRP-173: \$360,116.74 total settlement costs funded from the Tourism Beach Fund (1442/293100), with approximately 57.4% (\$206,708.00) eligible for credit through Federal cost share and 50% (\$103,354) of remaining cost eligible for reimbursement from State, resulting in \$103,354 local cost.

Dept/Office:

County Attorney's Office / Natural Resources / Tourism

Requested Action:

Staff requests that the Board of County Commissioners approve a settlement of Brevard County Circuit Court Case No. 05-2023-CA-015474-XXXX-XX, settling the case as to the remaining defendants Hubbard Investments, Inc. and Daniel Hasratian and Karine Melkounian; authorize the Chairman to execute the Hubbard Settlement Agreement and any other documents necessary to finalize and effectuate the settlement; and authorize the Chairman to execute the Hasratian and Melkounian Settlement Agreement and any other documents necessary to finalize and effectuate the settlement, subject to County Attorney approval as to form.

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 easements referred to as BRP-133, BRP-172, BRP-173, and 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 Board previously approved a settlement of the case as to the Altman defendants and BRP-174.

The County and the remaining defendants, Hubbard Investments, Inc. ("Hubbard") and Daniel Hasratian and Karine Melkounian ("Hasratian/Melkounian"), desire to resolve their disputes to limit risk and conserve their resources. The Hubbard and Hasratian/Melkounian settlements are based on the same percentage of underlying fee value and same terms as the settlement with the Altman defendants. Nothing in the settlement agreements shall be interpreted as any party conceding the positions asserted in the above-styled case.

The Hubbard settlement amount consists of \$50,920 paid to Hubbard related to the taking of BRP-133 in full and final settlement of all claims related to this eminent domain case, and \$10,335.60 in attorneys' fees based on a statutory formula.

The settlement amount paid to Hasratian/Melkougian consists of \$294,957.00 related to the taking of BRP-172 and BRP-173 in full and final settlement of all claims related to this eminent domain case, \$5,345 in costs (subject to receipt of invoices) and \$59,814.74 in attorneys' fees based on a statutory formula.

A copy of the Hubbard Settlement Agreement and proposed Stipulated Final Judgment and Order on Apportionment and Disbursement of Condemnation Award as to Parcel BRP-133 is attached.

Settlement was agreed to by Hasratian/Melkougian on the day of the agenda packet deadline, and the Settlement Agreement and proposed Stipulated Final Judgment and Order on Apportionment and Disbursement of Condemnation Award as to Parcels BRP-172 and BRP-173 are not yet finalized. Once the documents are completed and signed by Hasratian/Melkougian, and subject to County Attorney approval, they will be presented to the Chairman for execution.

Clerk to the Board Instructions:

When obtaining the Chairman's signature on the Settlement Agreement for Hubbard (Parcel BRP-133), please strike the erroneous "as approved by the Board" date of July 8, 2025, and write in the correct approval date, September 16, 2025. 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 for Hubbard. The County Attorney will obtain fully executed copies of the Settlement Agreement for Hasratian/Melkougian (Parcels BRP-172 and BRP-173) and provide copies of the same to the Clerk to the Board for inclusion in the official minutes.



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

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Kimberly.Powell@brevardclerk.us

September 17, 2025

M E M O R A N D U M

TO: Morris Richardson, County Attorney

RE: Item I.4., Authorization of Settlement Agreements for Brevard County Shore Protection Project (Mid Reach Segment Renourishment Easements BRP-133, BRP-172, and BRP-173)

The Board of County Commissioners, in regular session on September 16, 2025, approved a settlement of Brevard County Circuit Court Case No. 05-2023-CA-015474-XXXX-XX, settling the case as to the remaining defendants Hubbard Investments, Inc. and Daniel Hasratian and Karine Melkounian; authorized the Chairman to execute the Hubbard Settlement Agreement and any other documents necessary to finalize and effectuate the settlement; and authorized the Chairman to execute the Hasratian and Melkounian Settlement Agreement and any other documents necessary to finalize and effectuate the settlement, subject to County Attorney approval as to form. Enclosed is the fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in black ink, reading "Kimberly Powell", is written over the typed name.

Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: Natural Resources Management
Tourism Development
Finance
Budget

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 Defendant, Hubbard Investments, Inc. ("Hubbard") (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-133 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, Hubbard is the only known party that held a fee simple interest in the property located at 2095 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-133;

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 FIFTY THOUSAND NINE HUNDRED TWENTY DOLLARS AND NO CENTS (\$50,920.00) as full and final settlement of all claims of the Hubbard related to the taking of BRP-133 ("Settlement Amount"), except attorneys fees, which are settled as set forth herein. The Settlement Amount is paid in full and final settlement of all claims that the Hubbard could have asserted in this eminent domain case for the taking of BRP-133, including, but not limited to, claims for severance damages, statutory interest, and taxable costs.

3. The County shall pay TEN THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS AND SIXTY CENTS (\$10,335.60) in full and final settlement of all attorneys' fees that Hubbard could claim in this Case.

4. As further consideration for this settlement, the County agrees as follows: A public walkway adjacent to the northern boundary of the Subject Property was created by Plat Number One, Ocean Shores Subdivision, recorded in Plat Book 9, Page 6 of the Official Records of Brevard County, Florida. The public walkway is referred to in the plat as Sunrise Walk. The County agrees that it shall not elevate the existing walkway constructed on Sunrise Walk any higher than the current elevation, except as required by law and only to the minimum standard.

5. Hubbard represents that its is 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 and attorneys' fees as set forth in paragraphs 2-3 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 A, 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.

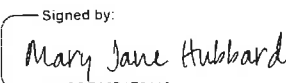


ATTEST

Rachel Sadoff, Clerk

PETITIONER, BREVARD COUNTY


Rob Feltner, Chairman
As approved by the Board on **SEP 16 2025**

HUBBARD INVESTMENTS, INC.

Signed by:

E977DE96B1F0410
NAME: 
TITLE: 

Board Meeting Date

9-10

Item Number: I.4

Motion By: KD

Second By: KA

Nay By: RF

| Commissioner | DISTRICT | AYE | NAY |
|-----------------------|----------|-----|-----|
| Commissioner Delaney | 1 | ✓ | |
| Vice Chair Goodson | 2 | ✓ | |
| Commissioner Adkinson | 3 | ✓ | |
| Commissioner Altman | 5 | ✓ | |
| Chairman Feltner | 4 | ✓ | ✓ |