



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 2/20/2023 Meeting Date: 3/2/2023

Name: Ellen Snyder Department: BCC Administration

Approved By: 

1. Nature and purpose of agenda item:

Seeking approval of a Stipulated Settlement Agreement for property acquired by eminent domain for the Bell Street paving project. Construction of this project has been completed.

2. Recommended Motion/Action:

Approve Agreement

3. Fiscal impact on current budget.

This item has no effect on the current budget.

IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT
IN AND FOR COLUMBIA COUNTY, FLORIDA
CIVIL DIVISION

COLUMBIA COUNTY, a political
subdivision of the State of Florida,

Petitioner,

Case No: 2019-CA-000352

vs.

Parcel: 201

FALLING CREEK PROPERTIES, LLC

Respondents.

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference held on February 17, 2023, the parties (COLUMBIA COUNTY and FALLING CREEK PROPERTIES, LLC) reached the following Settlement Agreement.

1. COLUMBIA COUNTY shall pay to FALLING CREEK PROPERTIES, LLC ("OWNER"), the total sum of ONE HUNDRED AND EIGHTY FIVE THOUSAND DOLLARS (\$185,000.00) for all claims for compensation, including any damages, claims from all parties all apportionment claims, including, but not limited to, all mortgage interests, cross-collateralization agreements and security agreements, for the taking of Parcel 201, and including all expert's fees and costs, and the attorney's fees in the case, including any claim of any non-monetary benefit.

2. COLUMBIA COUNTY will receive credit against the amount due pursuant to paragraph 1 for the funds deposited in the amount of FIFTY-SIX THOUSAND

DOLLARS (\$56,000.00) in the registry of the Court pursuant to the Order of Taking for Parcel 201.

3. The parties agree that a mutually agreed Stipulated Final Judgment will be entered into between the parties and subsequently filed with the court in this case after approval of the Columbia County Board of County Commissioners.

4. Payment of the settlement proceeds shall be due within thirty (30) days of the entry of the Stipulated Final Judgment entered in this case. The parties agree that the Stipulated Final Judgment will incorporate by reference and attach thereto the Stipulated Order of Taking as to Parcels 201 and 210 dated December 18, 2019.

5. The additional funds owed by COLUMBIA COUNTY shall be sent to the Trust Account of Dean Mead.

6. Each Party hereby releases the other from any and all claims, demands, and causes of action, past and present, with respect to the design and construction of the Bell Street Road paving Project as referenced in the Stipulated Order of Taking, and that is the subject of this eminent domain proceeding. This release does not abridge Falling Creek's rights pursuant to the Final Judgment in this cause or pursuant to Florida law

7. This Agreement is signed by authorized representatives of the Parties. The Parties expressly agree that this Agreement is subject to approval by the Columbia County Board of County Commissioners. The Board of County Commissioners shall have thirty (30) days from the date of execution to approve this Agreement.

8. Each of the Parties agrees to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or

appropriate to give full force and effect to the basic terms, conditions, and intent of this Agreement.

9. The Parties acknowledge that they are and have been represented by counsel in connection with the negotiation of this Agreement, that the provisions of this Agreement and the legal effect thereof have been fully explained to them, and that they have entered into this Agreement freely and voluntarily and without coercion or undue influence.

10. The Parties acknowledge and agree that each is releasing certain rights and assuming certain duties and obligations which, but for this Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Agreement is fully and adequately supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have in fact consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice.

11. This Agreement may be executed in any number of counterparts, including counterparts signed by fax, email, or other electronic means, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax/email copy of this Agreement bearing the signature of each party in a single document or counterparts thereof as provided herein, shall be deemed an original executed version of this Agreement.

12. The parties agree all motion hearings and depositions previously scheduled by the parties shall be cancelled, pending consideration by the Board of County Commissioners of this Settlement Agreement.

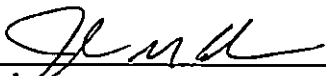
13. Attached hereto is an addendum to this agreement: _____ Yes X No.

14. This agreement dated February 17, 2023, and attached addendum, if any, contain(s) all the agreements of the parties. This Agreement shall be subject to board approval by the Columbia County Board of County Commissioners.

COLUMBIA COUNTY

FALLING CREEK PROPERTIES, LLC

David Kraus, County Manager
Columbia County


John Sigler
Title: MANAGER

Chad Williams, Engineer
Columbia County

Mark R. Leavitt, Esquire
Attorney for FALLING CREEK
PROPERTIES, LLC

Carly J. Schrader, Esquire,
Attorney for Columbia County

MEDIATOR

Ed Pantaleon, Esquire
Pantaleon Mediation
7479 Conroy Windermere Road
Suite B
Orlando, Florida 32835
407-392-2207
ed@pantaleonlaw.com

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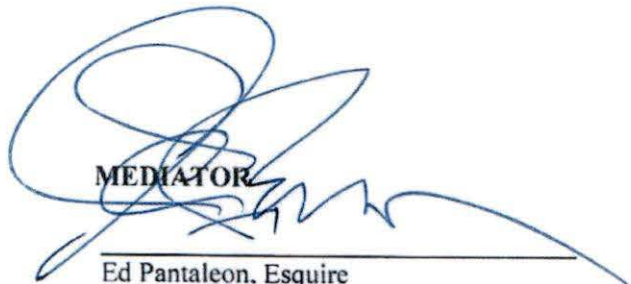


Carly J. Schrader, Esquire,
Attorney for Columbia County

FALLING CREEK PROPERTIES, LLC

John Sigler
Title: _____

Mark R. Leavitt, Esquire
Attorney for FALLING CREEK
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