

**SUMMARY EXPLANATION AND BACKGROUND**

Unable to resolve the dispute between Jonathan P. Strang and Kenneth L. Caccavale, (“**Homeowners/Defendants**”) and The School Board of Broward County, Florida (“**SBBC**”) regarding the encroachment upon the Southwest corner of New River Middle School, SBBC approved the initiation of litigation against Homeowners/Defendants in Broward County Circuit Court Case Number 16-017814 (04).

This Settlement Agreement is the result of efforts to resolve differences and disputes between the Homeowners/Defendants and SBBC. The West Encroachment includes both upland (above water) and submerged land along the South edge of the SBBC property where the school abuts the New River.

The Office of the General Counsel engaged litigation Cadre Counsel, the Soto Law Group (“Soto”), to provide a legal opinion and options for consideration by District administration for both the West Encroachment and a similar encroachment upon the Southeast corner of New River Middle School’s property. Mr. Soto was directed by District administration to issue both encroaching property owners letters demanding that they cease use of the encroached property, remove the docks and return the seawalls to their prior state, or alternatively, that SBBC would be willing to consider the sale of the encroached properties. The letter, which provided the recipients 30 days to accept the offer of sale, was rejected by the encroaching Homeowners/Defendants.

Through settlement negotiations, Homeowners/Defendants agreed to pay SBBC \$40,000 to purchase the upland (above water) portion of the encroachment. SBBC is not conveying any of its interest in the submerged lands that the dock(s) are situated on and above. Homeowners/Defendants and its successors shall be entitled to use and maintain the existing dock(s) and pilings located on the property and SBBC’s submerged land and Homeowners/Defendants agree that they will not increase the size and/or footprint of the docks and pilings as same exist as of the date of this agreement. The restrictive covenants pertaining to the continuing ability to use the dock and pilings is set forth within the Quit Claim Deed.

Further, Homeowners/Defendants shall indemnify and hold harmless SBBC, its members, officers, employees and agents from and against any and all liability, claims, causes of action, lawsuits, losses, damage, cost expense and fees that arise from and/or relate to Homeowners’/Defendants’ use or operation of the subject dock, vessels and/or use of the subject real property, including without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property. This indemnification obligation specifically includes, but is not limited to, damages caused by dumping, discharge or release of any hazardous waste, chemicals gases, or liquids or the like, by Homeowners/Defendants, its invitees and/or lessee’s, or other vessels docked at Defendants seawall and/or dock.

SBBC’s Cadre Counsel, Oscar Soto and Felena Talbott, with the concurrence of District staff and the General Counsel’s Office, recommend approval of the Settlement Agreement as a fair, reasonable and cost-effective resolution of the dispute between the parties.