



CITRUS COUNTY
BOARD OF COUNTY COMMISSIONERS
MINUTES • NOVEMBER 30, 2021

Special Meeting Attorney/Client Session Citrus County Courthouse

8:30 AM

Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

A. CALL TO ORDER

November 30, 2021 Citrus County Courthouse

The meeting was called to order at 8:30 AM

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. Roll Call**

Attendee Name	Title	Status	Arrived
Ronald E. Kitchen Jr.	Chair, District 2	Present	
Ruthie Davis Schlabach	1st Vice Chair, District 3	Present	
Holly L. Davis	2nd Vice Chair, District 5	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Scott Carnahan	Commissioner, District 4	Present	
Denise A. Dymond Lyn	County Attorney	Present	
Charles R. Oliver	County Administrator	Present	
Amy Charley	Deputy Clerk	Present	

B. OPEN TO THE PUBLIC

There were no public comments.

C. ANNOUNCE PURPOSE OF MEETING. THOSE PERSONS TO BE IN ATTENDANCE AT THE ATTORNEY/CLIENT SESSION ARE AS FOLLOWS:

Commissioner Scott E. Carnahan
Commissioner Ronald E. Kitchen, Jr.
Commissioner Ruthie Davis Schlabach
Commissioner Jeff Kinnard D.C.
Commissioner Holly L. Davis
Charles R. Oliver, County Administrator
Dale A. Scott, Attorney, Roper, P.A.
Denise A. Dymond Lyn, County Attorney
Rebecca Foster from Prestige Court Reporting

County Attorney Denise A. Dymond Lyn announced the purpose of the meeting.

D. COMMENCE ATTORNEY/CLIENT SESSION IN CASE STYLED DALLISE JEWETT AND ROBERT JEWETT V. CITRUS COUNTY, FLORIDA (CASE NO: 2018-CA-222).**E. CLOSE ATTORNEY/CLIENT SESSION/REOPEN MEETING****F. UPCOMING MEETING- REGULAR MEETING: NOVEMBER 30, 2021 AT 1:00 PM, CITRUS COUNTY COURTHOUSE, ROOM 100, 110 N. APOPKA AVENUE, INVERNESS, FL 34450****G. ADJOURN**

The meeting was adjourned at 9:00 AM

Proof of Publication

From the
CITRUS COUNTY CHRONICLE
Crystal River, Citrus County, Florida
PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared

Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the Court

ROP Ad# : 50018093

Description: 6660-1119 FCRN Public Notice of Attorney /Client Session on November 30, 2021 by Citrus Board of County Commissioners

Legal Advertisement: to run 1 time(s)

was published in said newspaper in the issue of
Dates(s) of publication: November 19, 2021

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

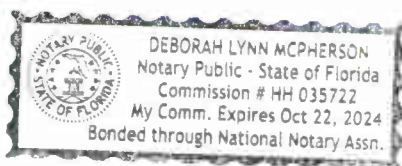
Jeanne Ethridge
The foregoing instrument was acknowledged before me

This 22nd day of November 2021

By: Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Who appeared by (☒) means of physical presence or () via online notarization.

Deborah L. McPherson
Notary Public



DEC 19 2021 10:55 AM

MISCELLANEOUS

6660-1119 FCRN
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Citrus County Board of County Commissioners will meet for the purpose of conducting an **ATTORNEY/CLIENT SESSION** on Tuesday, November 30, 2021, at 8:30 AM at the Citrus County Courthouse, Room 100, 110 North Apopka Avenue, Inverness, Florida 34450, for the purpose of commencing an attorney/client session pursuant to Section 286.011(8), Florida Statutes. The purpose of the **ATTORNEY/CLIENT SESSION** will be to discuss pending litigation in the case styled:

Dallise Jewett and Robert Jewett v. Citrus County, Florida (Case No: 2018 CA 222).

Pursuant to the statute, the Board will meet in open session and subsequently commence the attorney/client session which is estimated to be approximately thirty (30) minutes in duration. At the conclusion of the **ATTORNEY/CLIENT SESSION** the meeting shall be reopened.

Those persons to be in attendance at this **ATTORNEY/CLIENT SESSION** are as follows:

Commissioner Scott Carnahan
Commissioner Ronald E. Kitchen, Jr.
Commissioner Ruthie Davis Schlabach
Commissioner Jeff Kinnard, D.C.
Commissioner Holly L. Davis
Charles R. Oliver, County Administrator
Dale S. Scott, Attorney, Roper, P.A.
Denise A. Dymond Lyn, County Attorney
Rebecca Foster or Jennifer Ouellette from Prestige Court Reporting

Scott Carnahan, Chairman
Board of County Commissioners of Citrus County, Florida
Published November 19, 2021

Communication: Proof of Publication (Adjourn)

COUNTY COMMISSION MEETING

DATE: NOVEMBER 30, 2021

TIME: 8:30 a.m.

PLACE: Citrus County Courthouse

110 N. Apopka Ave. #101

Inverness, FL 34450

COURT REPORTER: Rebecca D. Foster

Florida Court Reporter

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APPEARANCES:

- SCOTT CARNAHAN, CHAIR, DISTRICT 4
- RONALD E. KITCHEN JR., 1ST VICE CHAIR, DISTRICT 2
- RUTHIE DAVIS SCHLABACH, 2ND VICE CHAIR, DISTRICT 3
- JEFF KINNARD D.C., COMMISSIONER DISTRICT 1
- HOLLY L. DAVIS, COMMISSIONER, DISTRICT 5
- CHARLES R. OLIVER, County ADMINISTRATOR
- DALE A. SCOTT, ESQUIRE
- DENISE A. DYMOND LYN, County ATTORNEY

Proceedings..... 3

Certificate..... 24

P R O C E E D I N G S

ATTORNEY LYN: Good morning, commissioners.
This morning we have for you a Shade Meeting.
We've got Dale Scott -- Dale, I'm sorry. I don't
have the case style. Can you read the case style,
please?

ATTORNEY SCOTT: Case number 12018-CA-000222.
Dallise -- that's D-A-L-L-I-S-E -- Jewett and
Robert Jewett versus Citrus County, Florida.

ATTORNEY LYN: Thank you. At this time it
would be appropriate to seal the record -- close
the room.

MR. CARNAHAN: Seal the room.

UNKNOWN PERSON: Sounds like close the casket
to me.

MR. CARNAHAN: Thank you.

Okay. With that, I acknowledge that we've
got a room.

ATTORNEY LYN: Thank you. I'll go ahead and
turn it over to Dale Scott, who's representing the
County on this matter.

MR. CARNAHAN: Dale, welcome.

ATTORNEY SCOTT: Thank you for having me
here. Good morning everyone. Yes, I'm
representing you in this case that's pending here

1 in Citrus County, which we're up for Summary
2 Judgment; we recently had mediation. And the
3 question before y'all for consideration is whether
4 you all have -- essentially have an appetite for
5 the settlement concept that has been put on the
6 table by the plaintiffs in this case.

7 I'll give you a brief, but I know y'all are
8 somewhat familiar with the case and what's been the
9 dispute in general, but I'll give you a brief
10 overview of what the case is about and where we
11 are.

12 The case involves a small strip of land
13 that's on the Withlacoochee River in Dunnellon,
14 which the Jewetts own and which the County claim --
15 we claim we own a public right of easement over
16 that property.

17 I don't know if this, with the technology you
18 have there, the screens, if I can screen-share.
19 Denise, would that be helpful, or would that just
20 be make a mess of the defense.

21 ATTORNEY LYN: I think it would be helpful.
22 And I think we have the technology.

23 ATTORNEY SCOTT: All right. Let me -- I'm
24 more familiar with Zoom, but I think there's a
25 button where I'm -- can I do a screen-share on my

1 end or is that something you have to do on your
2 end?

3 ATTORNEY LYN: Okay. I guess we don't have
4 that technology.

5 MR. OLIVER: Should be able to --

6 ATTORNEY SCOTT: Yeah. Should be able to.

7 ATTORNEY LYN: Randy is saying he thinks you
8 should be able to do it.

9 ATTORNEY SCOTT: All right. Give me one
10 second. Share content.

11 All right. Okay. Can y'all see the screen?

12 UNKNOWN PERSON: Yep.

13 ATTORNEY SCOTT: All right. This is -- I
14 just pulled up the Citrus County Property
15 Appraisers.

16 MR. CARNAHAN: Can you Zoom that in where you
17 first had it?

18 ATTORNEY SCOTT: Yes. I was just going to
19 show you the general area where it is and now I'm
20 doing just that. Zoom on in to Dunnellon and this
21 is the -- these are the three sub parcels that the
22 Jewetts own. And that's a key point here is that
23 they own these properties -- they own them. This
24 isn't a question of whether the County owns or the
25 Jewetts own them, but this sub parcel right here,

1 which is kind of a pie-shaped parcel -- I guess
2 it'd be a trapezoid, to be technical.

3 The County, we believe, by way of a plat from
4 1888 holds a public right of easement over this
5 parcel because on that plat -- and I can pull up
6 the plat -- but on that plat along this area where
7 I'm moving my cursor, there was a public roadway
8 depicted. So when it comes to a recorded plat in
9 1888, when they laid out the area -- they included
10 the roadway here and got filed and that with the
11 County way back in 1888 that vested a public
12 roadway through the County.

13 The legal request in the case is whether the
14 County has accepted in some way that this road
15 right here (indicates) -- let me do -- I'll do end
16 screen-share. There we go.

17 The question was whether the public has
18 accepted that roadway. There are two ways you can
19 accept a roadway like this; one is through usage,
20 and that's where if you use any one of the roadways
21 that are depicted on a plat like this, you are
22 deemed -- the public is deemed to have accepted all
23 of that.

24 So upon that 1888 plat, if we accepted any of
25 the roadways we've accepted would be the roadway

1 for the property we're talking about.

2 Secondly, you can accept your formal
3 acceptance and that's where you pass a resolution
4 or an ordinance, which says, "We, the Board of
5 County Commissioners, hereby accept this roadway."

6 Here, our position in the lawsuit, is that,
7 obviously the folks in the County, the County
8 citizens, at some point after 1888 used those
9 roadways. I don't think that is a matter that
10 should be care for debate. We have historical
11 photos from like the '20's, aerials from the 1920's
12 and 1930's that show -- as you would expect it to
13 on the 1888 plat roadways -- we see roads and we
14 see evidence of usage.

15 Also in 1960 the Board, the Board of County
16 Commissioners, formally accepted by resolution a
17 dedication of all public roads contained in plats,
18 which had previously to that date been recorded
19 with the clerk of courts. So there was a formal
20 acceptance by resolution in 1960.

21 There is a bit of a proviso in the law, which
22 would seem to indicate -- and I say seem to
23 indicate -- because the law isn't clear -- and
24 that's why we're in a lawsuit now -- that if a
25 certain amount of time passes between a dedication,

1 let's say the 1888 dedication, and between an act
2 of acceptance, then the dedication dissolves or
3 it's ineffective or it becomes nullified. That's
4 the argument that the Jewetts are making here
5 because we were relying on 1888 versus 1960 and
6 saying that's too much time; they were basically
7 trying to brush aside the public usage concept.

8 So that's the land, that's the property
9 that's at issue. Those are the legal issues and
10 the broadest that are before the Court. The
11 Jewetts bought the property in 2016. Apparently
12 they and their title company overlooked the
13 easement; they overlooked the 1888 plat and the
14 Jewetts bought the property -- ostensibly bought it
15 free and clear, which is how it had been conveyed
16 for some 20/30 years in prior deeds.

17 The Jewetts own the -- I can do the
18 screen-share, but I'll just describe it to you.
19 They own a restaurant across the river there at
20 Marion County called The Blue Gator Tiki Bar &
21 Restaurant, bar and resort. Y'all have -- probably
22 are aware of it. Apparently it's been popular and
23 does pretty well.

24 After they bought the property across the
25 river in Citrus County, they began setting

1 preliminary development efforts, mainly contacting
2 the County -- Citrus County Development Office and
3 Reinforced Development. And they were told by the
4 folks at the development office that we had a
5 problem -- we have an easement, so we can't let you
6 build across that easement because it would
7 interfere with our right through the easement, the
8 County's, that is.

9 So -- the title insurance company, Jewetts --
10 where they keep their title insurance company,
11 filed suit. And then in September of this year,
12 finally after the case had been pending for a few
13 years, we attend mediation. The mediation occurred
14 after we had had our Summary Judgment Motions heard
15 about a month earlier. This is a case that will
16 probably be decided one way or the other on Summary
17 Judgment. We are basically arguing opposite sides
18 of the coin as far as the legal issues. We say we
19 accept it -- the County, that is -- accepts it by
20 public usage and by former resolution and they
21 argue that there was no evidence of past public
22 usage. And that's ineffective because of the
23 passage of time.

24 We -- as we enter mediation, we knew it would
25 require some form of creative settlement concept to

1 possibly come up with a settlement solution to the
2 case, which is often the case when you have land
3 usage cases like this. You know, yeah, a
4 slip-and-fall lawsuit when you're talking about
5 money, they want a whole lot, we want to pay them a
6 little bit, and somewhere in the middle we may fall
7 and we may come up with a resolution. But in a
8 case like this, we have fundamental
9 governmental-type issues in terms of what the Board
10 should or can do, what the law may provide -- and
11 your basic constraints will provide wiggle room as
12 to mediations like this.

13 One of the concepts that was introduced
14 before mediation -- is whether the Jewetts could
15 buy out the easement, essentially buy the property,
16 you know, and/or buy out the easement and thereby
17 acquire title free and clear and without any
18 easements. Of course, as I always say, that if
19 there's going to be a mediation like that, my
20 answer is, "Well, I don't know. We'll hear what
21 you have to say during mediation; then ultimately,
22 if it's something that we can bring to the Court,
23 then we'll bring it to the Court for
24 consideration."

25 So we went to mediation. We sat for several

1 hours, went back and forth, and ultimately what the
2 Jewetts presented to the County was the concept
3 that they would pay the County \$50,000 if the
4 County would agree to abandon any easements that it
5 maintains of the property. If that were to happen,
6 the County would divest itself where it does not
7 maintain easements and would enter into some kind
8 of settlement agreement which would state that the
9 Jewetts now own the property free and clear as far
10 as the County is concerned.

11 So that's the general question before y'all
12 today, is whether you will provide guidance to us
13 as to whether to move forward brokering that
14 settlement in some way or whether you would have us
15 not do so, or have us go perhaps a different route
16 and consider other settlement options.

17 There are a few considerations that I would
18 suggest maybe once a year -- first, maybe it is as
19 a point of fairness, its -- and they will argue all
20 along that what's the big deal out of it. That is
21 until the County -- until they applied to develop
22 this property, wasn't aware of the easement, the
23 County has never used the property. The public
24 doesn't use that property to access the water or
25 for other purposes, and so what's the big deal

1 here; no harm, no foul.

2 I don't have much of response to that. I'm
3 not aware of any use of the property. I'm not
4 aware of the public accessing the water right
5 there. So I can't dispute that and that is
6 basically a policy or an opinion type point they've
7 made.

8 Secondly, there's an administrator
9 regulation, Regulation 13.01-5, concerning the
10 abandonment of public lands that applies in the
11 County. It's about a two-page regulation. I'm
12 sure you have all seen it.

13 And, among other things, it provides that
14 except for limited instances, which clearly enhance
15 to help safety and welfare of the public, requests
16 for vacation waterfront property are to be denied.
17 Now, that is an administration regulation. It's,
18 of course, within your discretion as to the power
19 and decision-maker of the County, as to whether and
20 to what extent that is followed, that regulation,
21 but that is a standing regulation, which is on the
22 books and in effect in the County. And I think
23 that any County attorney would suggest that the
24 government board of body at issue, that would try
25 following the regulations that apply.

1 Again, that's on the books and it does exist,
2 but it is, again, your final decision as to whether
3 or not to follow that.

4 The one thing that's come up that the
5 plaintiffs have suggested here is that, "Hey, this
6 would be a really great project for County, for
7 Marion County, for Dunnellon, for the area as far
8 as sitting on a grid and why would you not want
9 this to be developed? In fairness, I will show you
10 the concept plan, if I can share screen, again,
11 which the plaintiffs provided to us, that shows
12 what they would plan -- what they plan to develop
13 here if they will give them a chance.

14 This is a -- this depicts the same aerial
15 where you're looking -- now it's just a concept
16 plan. They propose a building right here (attorney
17 indicates), so right close to the water. This
18 would be across the river (indicating), of course,
19 from the restaurant up here, and a parking lot and
20 here we have the road. And we would cross-populate
21 the two to give you an idea of what we're talking
22 about.

23 Their plan for the property is that -- I
24 don't think it's a fully crystalized plan, but as I
25 understand it, they want to move -- or plan to move

1 their boat repair and boat docking facilities
2 across the river to this location we're talking
3 about in order to free up some space on the other
4 side so it would be more of a -- in terms of the
5 restaurant and gift shop and those things. I'm
6 curious myself as to what extent they want to put
7 in, you know, pump in and pump out services -- gas
8 of that nature, but my understanding is that they
9 would have the maintenance facilities here
10 (indicating) across the river.

11 There's, of course, a number of regulatory
12 issues that would pop up would be -- especially
13 with doing this on the Withlacoochee, which is a,
14 you know, which is a protected waterway or
15 right-of-way, but -- as far as approval, but again,
16 we're speaking that's the concept they're looking
17 to advance.

18 We had the Summary Judgment hearing. The
19 Court told us that it would hold off on reaching a
20 ruling until after we go to mediation. And we
21 advised the Court that we have a settlement concept
22 we're kicking around; nobody's agreed to anything.
23 The Court's told us that, "Okay. I'm going to wait
24 until after you guys go through your settlement
25 process until I rule." That's a fairly common

1 thing the Courts will do, especially if you tell
2 them you may have a settlement in some form or
3 fashion; the Court's are more than happy to hold on
4 reaching a hard decision as to the legal issues.

5 As far as the legal issues in the case, in
6 any government, telling you what we think, for
7 purposes of today, I would say it's a process, it's
8 a quorum.

9 In fairness, I think we have the stronger
10 arguments, but cases like this are notorious -- are
11 difficult to gage when it comes to what a judge
12 will do, especially in cases where, arguably,
13 there's not a whole lot of harm. A judge may look
14 at this and say, "You know, there's not a whole lot
15 of harm by setting the balance of things because
16 the County and department could never actually use
17 this property, so what's the big deal? No harm, no
18 foul. Let this development go forward." That
19 point of view wouldn't be -- legally speaking --
20 what's proper? But that's how judges will often
21 look at these situations. And they're only human,
22 and we can't blame them for that, and that's the
23 consideration that may apply here.

24 Sometimes when you're the government, these
25 kinds of cases are won on appeal because the judges

1 have to -- they have to look the folks in the eye;
2 then the appellate court can be the one that can
3 reach the tough legal judgment in the case and
4 correct things that need it. All that said, we'll
5 just consider it a flip of the coin at this point.
6 You know, so that's the question before you.
7 There's other precepts that, I think, can strain
8 the County somewhat --

9 MR. CARNAHAN: Dale. Dale, real quick. I
10 need to move this along because I got a 9:00
11 o'clock meeting -- public meeting. So I'm just
12 going to give this to the commissioners and let
13 them make a decision on what they want to do.

14 So, Commissioners, what's in front of you, do
15 you want to settle the property, Commissioner
16 Kinnard?

17 MR. KINNARD: I would take the position that
18 getting the \$50,000 from vacating that easement, I
19 don't think it's the highest and best use for that
20 piece of property, but it's private property.
21 We're not using -- the public's not using the
22 easement. They've never used the easement. Take
23 the settlement money and vacate the easement and
24 let them do what they want to the property.

25 MR. CARNAHAN: Okay. Commissioner Davis?

1 MS. DAVIS: I agree.

2 MR. CARNAHAN: Okay. Commissioner Kitchen?

3 UNKNOWN SPEAKER: Go with the wisdom of
4 the --

5 MR. CARNAHAN: Yep. And I agree, also. So
6 we will move forward to take the \$50,000 and let
7 them have the property.

8 MR. KITCHEN: I'm concerned that with the --

9 MR. CARNAHAN: -- set a precedent.

10 MR. KITCHEN: Yeah. That's the issue right
11 there.

12 Because the next time somebody comes up with
13 a piece of property on the water that we have an
14 easement on, are we -- are we -- I would like this
15 to be in the record that we see this as an
16 exception because I believe Mr. Scott said, we can
17 work with our administrative regulations if we see
18 exception to this and to benefit the public.

19 I can support it on that basis, but not just
20 on broad swoops saying, you know, "Let's make this
21 what we do with everybody now that we have -- "
22 because we have these easements for a reason.
23 We're supposed to be protecting our access to the
24 water.

25 MR. CARNAHAN: Right.

1 MR. KITCHEN: I can see in this case if
2 somebody through, you know, all these years, this
3 property's changed hands all these years, but so I
4 -- in this particular case, I can go along with it,
5 but I don't think that's a reason to, you know,
6 throw the regulation out the window.

7 MR. CARNAHAN: And I agree with that.

8 MS. DAVIS: I have the same concerns --

9 MR. CARNAHAN: Yeah. I agree.

10 MS. DAVIS: Just for the record, this is an
11 exception because of the very arguments that the
12 plaintiffs were making that it's never been used,
13 it was a long time between plotting and when it was
14 accepted, and for all of those reasons it seems
15 like this is truly an exception.

16 MR. CARNAHAN: Right. Mr. Scott, do you have
17 an objection?

18 ATTORNEY SCOTT: I'll need guidance and I
19 appreciate that. I understand the guidance and
20 where I'm supposed to go.

21 I will need guidance on a related point, and
22 this, again, is up to y'all. One of the things
23 that came up during mediation was the idea that the
24 County would demand an indemnity and hold harmless
25 agreements, part of this loss -- part of the

1 settlement. The reason for that is there's risk in
2 a case like this that a third party, a neighboring
3 party, even another governmental entity, can come
4 along and say that the County has improperly,
5 incorrectly divested its easement and, therefore,
6 by way of legal process the easement can be
7 reestablished or there may be some liability on the
8 part of the County. I'm not saying there would
9 necessarily be liability; it's just that we're in
10 the State of Florida, as you know, and people like
11 suing the government.

12 MR. CARNAHAN: Yeah.

13 ATTORNEY SCOTT: It happens all the time.
14 And you can get sued and you can win, but in the
15 interim, two/three/four years you spill out a lot
16 money and have a lot of disruption. And so the
17 issue is --

18 (Speaking over each other.)

19 ATTORNEY SCOTT: -- if and you want us to
20 seek if try to push the plaintiff -- I mean
21 indemnity and defense in a hold harmless provision,
22 or is that something that you are okay with not
23 having any agreement, or we can even try to get
24 that in the agreement, but it ultimately means if
25 the agreement were to fall apart, we can ultimately

1 get --

2 MR. CARNAHAN: All right. Commissioner
3 Kinnard --

4 MR. KINNARD: I think we absolutely need to
5 push for an indemnity should the County -- you
6 know, should somebody step forward to sue the
7 County over vacating this easement. You know,
8 we've accepted \$50,000 for vacating an easement; we
9 wouldn't want to run up legal bills beyond that
10 \$50,000 and legal bills can get pretty expensive
11 very quickly.

12 MR. CARNAHAN: Ms. Lyn.

13 ATTORNEY LYN: Yes. I just -- bear in mind
14 for every other street vacate that you do that
15 comes before you, staff prepares -- there's an
16 application that's filed, every utility has to
17 agree that there's no use for the easement area,
18 the neighbors are put on notice that this is going
19 to happen, neighbors are told that -- you know,
20 anybody that's surrounding the property is told
21 that you're about to vacate this right-of-way, and
22 have an opportunity to come in and voice their
23 concerns in a public hearing.

24 In this case, none of that will happen.
25 Basically, this right-of-way will just go away.

1 And so I would suggest that it's important that you
2 do get that indemnification because you never know
3 what other business might say that they, you know,
4 wanted to use that area. And, you know, what
5 you're doing here is, you know, any way --

6 MR. CARNAHAN: All right. So do we all
7 agree, commissioners? So we all agree with that.

8 ATTORNEY SCOTT: I think the game plan will
9 be that the County attorney and I will go back to
10 the other side, we'll work with them to prepare a
11 settlement agreement. Hopefully it will be agreed
12 upon by everyone, and then have a subsequent
13 meeting -- a public meeting; it'll come back to
14 before y'all for restitution.

15 MR. CARNAHAN: All right.

16 ATTORNEY LYN: Do you think -- I'm sorry to
17 interrupt.

18 Dale, do you think that they have to do the
19 formal vacate process that they have -- before they
20 vacate any other street or no?

21 ATTORNEY SCOTT: I think if we're doing this
22 by way of action and this process and the process
23 of the settlement, I tend to think not, but that
24 may be something we can consider a little further
25 and get back to the administrator regulation. But

1 I think as the ultimate decision-maker, generally
2 speaking, the Board will have that authority to
3 reach that conclusion.

4 MR. CARNAHAN: All right. So you got
5 direction.

6 ATTORNEY SCOTT: Yes, sir.

7 MR. CARNAHAN: Dale, we appreciate it.
8 With that, we'll go ahead and open up the --

9 ATTORNEY LYN: We have to conclude the
10 meeting.

11 MR. CARNAHAN: Close the meeting or unseal
12 the meeting.

13 ATTORNEY SCOTT: All right. Nice seeing
14 y'all.

15 (Speaking over each other.)

16 MR. CARNAHAN: All right. We're all back.
17 Okay. And now and we can adjourn.

18 ATTORNEY LYN: Now we have to let the public
19 in.

20 (Speaking over each other.)

21 MR. CARNAHAN: So we are adjourned.

22 ATTORNEY LYN: Just say, "The public --

23 MR. CARNAHAN: The public can access the
24 building. Unseal the building.

25 (Whereupon, the meeting was concluded at 9:00

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a.m.)

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REPORTER'S CERTIFICATE

STATE OF FLORIDA

COUNTY OF CITRUS

I, REBECCA D. FOSTER, Court Reporter, certify
that I was authorized to and did stenographically
report the foregoing proceedings and that the
transcript is a true and complete record of my
stenographic notes.

WITNESS my hand and official seal this 18th day
of December, 2021.



REBECCA D. FOSTER, Notary Public
State of Florida at Large

