

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

MARVEL QUEVEDO
QUEVEDO INSURANCE AGENCY, LLC

Plaintiffs/Petitioners,

Case No. 2025-CA-000848-O

v.

CITY OF BELLE ISLE, FLORIDA,
a Florida municipal corporation

Defendant/Respondent.

_____ /

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (this “Agreement”) is entered into by and between Marvel Quevedo and Quevedo Insurance Agency, LLC (collectively herein “Quevedo”) and the City of Belle Isle, a Florida municipal corporation (the “City”). Quevedo and the City are sometimes herein jointly referred to as the Parties.

RECITALS

WHEREAS, the City is a municipal corporation of the State of Florida, having comprehensive planning, land use and zoning jurisdiction over real property within its municipal limits; and

WHEREAS, Marvel Quevedo is the fee simple owner of that certain property located at, 1711 Hoffner Avenue, Belle Isle, Florida, having Orange County Tax Parcel Identification Number 19-23-30-4390-00-030 and legally described as:

A portion of Lot 3 and the East one half of Lot 2, LAKE CONWAY VIEWS, according to the plat thereof recorded in Plat Book J, Page 46, Public Records of Orange County, Florida; together with:
Begin on an extension of the Northeasterly line of Lot 3 of Lake Conway Views at the original water line of Lake Conway, which point is 290.4 feet South and 187.1 feet East of the Northwest corner of Section 19, Township 23 South, Range 30 East, run thence South 54°18'00" West 80 feet along the original line of Lake Conway to the Southwesterly line of said Lot 3 extended, thence North 48 degrees West along extension of said Southwesterly line 125 feet to the waters of Lake Conway, thence North 54°18'00" East 80 feet along waters of Lake Conway to the Northeasterly line of said Lot 3 extended, thence South 48°00'00" East, 125 feet to the Point of Beginning.
AND
Begin on an extension of the Northeasterly line of Lot 2 of Lake Conway Views of the original water line of Lake Conway which point is 337.1 feet South and 122.1 feet East of the Northwest corner of Section 19, Township 23 South, Range 30 East run thence S 54°18'00" West, 80 feet along the original water line to the Southwesterly line of said Lot 2 extended; thence N 48°00'00" West along extension of said Southwesterly line 125 feet to the waters of Lake Conway; thence N 54°18'00" East, 80 feet along said waters; thence S 48°00'00" East along extension of Northeasterly line of said Lot 2 a distance of 125 feet to the Point of Beginning.
More particularly described as follows:

(the "Subject Property"); and

WHEREAS, Quevedo Insurance Agency, LLC is a tenant and operates an insurance agency on the Subject Property; and

WHEREAS, the Subject Property has 84,506 +/- square feet of land area; and

WHEREAS, the Subject Property is zoned R-1AA and such zoning designation requires a minimum lot width of 85.00 feet; and

WHEREAS, Quevedo previously submitted a lot split application concerning the Subject Property, which the City Council denied after a public hearing on March 27, 2024 ("Lot Split Application Denial"); and

WHEREAS, Quevedo challenged the City Council's March 27, 2024 Lot Split Application Denial by: (i) on April 18, 2024, filing a Section 70.51, Florida Statutes, Florida Land Use and Environmental Dispute Resolution Act proceeding ("FLUEDRA Proceeding"); (ii) on April 18, 2024, filing *Marvel Quevedo v. City of Belle Isle*, Orange County Circuit Court Case No. 2024-CA-003387-O assigned to the Appellate Division ("Appellate Proceeding"); and (iii) on February 3, 2025, filing *Marvel Quevedo v. City of Belle Isle*, Orange County Circuit Court Case No. 2025-CA-000848-O assigned to Division 39 ("Trial Proceeding"); and

WHEREAS, the FLUEDRA Proceeding and Appellate Proceeding were previously dismissed and the Trial Proceeding is still pending and currently set for trial during the last two weeks of July 2026; and

WHEREAS, the FLUEDRA Proceeding, Appellate Proceeding and Trial Proceeding are herein collectively referred to as the “Litigation”; and

WHEREAS, on June 1, 2026, a court ordered mediation in the Trial Proceeding was conducted by I. Ed Pantaleon between the Quevedo and the City as represented by City Manager, Rick Rudometkin in his capacity to make a recommendation of settlement to the City Council.

NOW, THEREFORE, in consideration of the promises, representations, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby stipulate and agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein and made a part hereof by reference.

2. SETTLEMENT. The Parties agree that the following modified lot split application with stipulated conditions set forth below (the “Settlement Application”) and this Agreement will be presented to the Belle Isle City Council for review and consideration during a public meeting to be scheduled and held on or before Tuesday, June 16, 2026. Approval of the Settlement Application is based and conditioned upon the following:

A. The lot split configuration for the Subject Property as shown on **Exhibit B** attached hereto creating non-lakefront lot having 34,828.27 square feet (“Parcel A”) and the lakefront lot having 49,072.20 square feet (“Parcel B”);

B. The Parties shall execute and record the Declaration of Restrictive Covenant in the public records of Orange County, Florida, attached hereto as **Exhibit C** within ten days of the City Council approval of the lot split shown in Exhibit B, which shall be binding upon the Subject Property and Quevedo’s successors and assigns in interest. The terms of the Declaration of Restrictive Covenants attached as Exhibit C constitute material terms of this Agreement; and

C. Pursuant to Section 50-32, City of Belle Isle Code of Ordinances, the front yard setback for Parcel B is hereby established at 389.19 linear feet from the Hoffner Avenue right-of-way line such that the lot width for Parcel B [for purposes of compliance with the R-1AA zoning district 85 feet minimum lot width] is measured at 389.19 linear feet from the Hoffner Avenue right-of-way boundary line of the Parcel B and along the remaining depth of Parcel B. The Declaration of Restrictive Covenant also includes this issue.

D. No further lot split of all or any portion of the Subject Property shall be allowed. The Declaration of Restrictive Covenant also addresses this issue.

E. Quevedo agrees, at Quevedo's expense, to cause the demolition and removal of the following accessory structures on the Subject Property before commencing construction of a single-family dwelling on Parcel B: (i) 15' x 12' covered area (carport in the pole/access of Parcel B); (ii) metal shed near the professional office building on Parcel A; and (iii) Old Green House 15' x 30' on Parcel A.

F. Quevedo agrees, at Quevedo's expense, to cause the installation of at least a 100 linear feet podocarpus landscaping hedge on the east side of the office building on Parcel A in order to buffer the office building from the property to the east at 1719 Hoffner Avenue, Belle Isle, Florida (Orange County Tax Parcel Id #19-23-30-4390-00-040). The podocarpus hedge will be installed running at least 50 linear feet north and south from the mid-point of the east side of the office building and will be at least 3 feet in height at planting and grown and maintained to at least six feet in height.

G. The single-family residential dwelling to be constructed on Parcel B shall be set back at least 8.5 feet from each side yard boundary line.

3. PRESENTATION. The Settlement Application and this Agreement shall be presented to the City Council during a public meeting for which the City staff, Quevedo and members of the public shall have the right to speak and submit documentation for the City Council's consideration. After conducting the public meeting, the City Council may approve or reject the Settlement Application and this Agreement.

4. CONTINGENT RELEASE. If the City Council approves this Agreement and the Settlement Application, in exchange for approval of the Settlement Application, Quevedo agrees that Quevedo, for herself and her heirs, successors, assigns and for the Quevedo Insurance Agency, LLC thereby fully and finally disclaims, waives and releases the City and its current and former officials, officers, employees, attorneys, and insurers from any and all declaratory judgment actions, injunctive relief actions, petitions for writ of mandamus, petitions for writ of certiorari, due process, equal protection or other constitutional claims, estoppel claims, monetary claims, inverse condemnation claims, Bert J. Harris Act claims, Section 70.51, Florida Statutes proceedings, appeals, damages, causes of action, claims and lawsuits arising out or relating to the City Council's March 27, 2024 Lot Split Application Denial, previous written or oral statements made by former city officials or employees relating to the Subject Property, the intended development or lot split of the Subject Property, and any cause of action brought or that could have been brought in the Litigation (the "Release"). The effective date of the Release shall be 5 days after the City Council's approval of the Settlement Application is deemed final.

5. DISMISSAL WITH PREJUDICE. If the City Council approves this Agreement and the Settlement Application, the Trial Proceeding shall be dismissed the next business day with the Parties executing and filing a joint notice of voluntary dismissal without prejudice in the Trial Proceeding with such notice indicating that the Parties have settled the case with each party agreeing to bear their own attorneys' fees and costs. Within two (2) business days after the

effective date of the Release, Quevedo and the City will execute and file an amended joint notice of voluntary dismissal with prejudice in the Trial Proceeding with such notice indicating that the Parties have settled the case with each party agreeing to bear their own attorneys' fees and costs.

6. EFFECTIVENESS. The City is a public entity required to operate in accordance with Chapter 286, Florida Statutes and in accordance with jurisdiction established to its City Council. The Parties acknowledge and agree that the City Manager, Rick Rudometkin only has the authority to execute this Agreement in his capacity to make a recommendation of settlement in this Trial Proceeding and that he cannot bind the City and its City Council. The effectiveness of this Agreement remains subject to and conditioned upon the City Council's approval of Settlement Application. If the City Council rejects or denies the Settlement Application, then this Agreement (except Sections 5, 6 and 7 which are intended to survive) shall be null and void, and the Trial Proceeding shall move forward without either of the Parties waiving any rights, claims or defenses.

7. PUBLIC RECORD. The Parties acknowledge and agree this Agreement and the Settlement Application are public records and are not confidential including pursuant to §§ 44.405, Florida Statutes. This Agreement and the Settlement Application are required be considered by the City Council at an open public meeting and such will be part of a publicly available City Council agenda package or otherwise provided upon request and will be freely discussed in the public realm. Therefore, the Parties may provide a copy of this Agreement and the Settlement Application to members of the public and communicate details of this Agreement and the Settlement Application to members of the public at any time. In event this Agreement is rejected by the City Council, this Section shall survive.

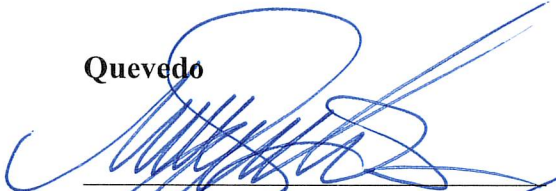
8. SETTLEMENT DISCUSSIONS. This Agreement and the City Council's consideration of this Agreement and the Settlement Application constitutes a good faith attempt to resolve a disputed matter concerning the matters raised in the Litigation. If this Agreement and the Settlement Application are not approved by the City Council, then this Agreement and the City Council meeting (including, all statements made during such meeting) to consider this Agreement and the Settlement Application and any record containing or referring to this Agreement, the Settlement Application and the related settlement discussions shall not be used by either party as evidence or be admissible in any judicial or administrative proceeding for any purpose. This Agreement is a resolution of a dispute between the parties and shall not be considered an admission of liability or admission against interest by either party. If the City Council rejects this Agreement or denies the Settlement Application, Quevedo acknowledges and agrees that such decision by the City Council constitutes a rejection of a settlement proposal and is not reviewable or appealable (via petition for writ of certiorari, declaratory judgment, writ of mandamus, due process violation, equal protection claim, monetary claims or otherwise) to a court of law through an action brought by Quevedo. In event this Agreement is rejected by the City Council, this Section shall survive without either of the Parties waiving any rights, claims or defenses in the Trial Proceeding.


9. MEDIATOR FEES. Quevedo and the City will each pay one-half of the mediator's fees and costs concerning the June 1, 2026 mediation and any continuance thereof conducted by I. Ed Pantaleon.

10. ATTORNEYS' FEES, EXPERTS' FEES AND COSTS. Each Party agrees to bear their own attorneys' fees, expert fees' and costs concerning the Litigation.

11. MISCELLANEOUS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement. Facsimiles or other electronic images of executed signature pages to this Agreement shall be considered originals so long as they are provided to the other parties by the party's attorney. There are no third-party beneficiaries to this Agreement. This Agreement and the Settlement Application is a resolution of a disputed claim and does not create a precedent for any other lot split applications or development permit applications. Nothing in this Agreement shall: (i) constitute a waiver of or be construed as a restriction on or release of the City's police power and zoning authority and regulations, or (2) constitute or be deemed to require the City to issue any development order, development permit or any legislative, quasi-judicial or administrative approval or particular decision.


Quevedo



Marvel Quevedo


Quevedo Insurance Agency, LLC
By: Marvel Quevedo, as Manager
Date: 6/1/2026

**City of Belle Isle, a Florida
municipal corporation**

By: 

Rick Rudometkin, City Manager
*As a recommendation for settlement
consideration to the Belle Isle City
Council*

Date: 6/1/26

PREPARED BY AND AFTER RECORDING RETURN TO
City of Belle Isle
1600 Nela Avenue
Belle Isle, Florida 32809

EXHIBIT C

ABOVE SPACE RESERVED FOR RECORDING
PURPOSES ONLY

DECLARATION OF RESTRICTIVE COVENANT

THIS Declaration of Restrictive Covenant (this "Restriction"), made and executed this day of June ___, 2026, by Marvel Quevedo for herself and her heirs, successors and assigns and as manager of Quevedo Insurance Agency, LLC (hereinafter Quevedo) in favor of the City of Belle Isle, a municipal corporation of the State of Florida, whose address is 1600 Nela Ave Belle Isle, Fla. 32809, (hereinafter "City").

WHEREAS, Quevedo is the fee simple owner that certain real property located at 1711 Hoffner Avenue, Belle Isle, Florida, and legally described in **Exhibit A** attached hereto (hereinafter "Property"); and

WHEREAS, Quevedo Insurance Agency, LLC is a current tenant of the Property operating an insurance agency on the Property and hereby joins in and consents to this Restriction; and

WHEREAS, said restriction is a voluntary inducement given by Quevedo to the City in furtherance of, and a material part of a lot split approval which has created the new lot of the Property and as a condition of a mediated settlement agreement resolving litigation between Quevedo and the City;

Now, Therefore, Quevedo, for the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby agree and declare that the Property described in **Exhibit A** attached hereto shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants:

1. The Property was the subject of a lot split approved by the Belle Isle City Council on June , 2026. No further lot split of all or any portion of the Property described on the attached Exhibit A shall be allowed. The City shall have the right to not accept or process any application or request that is inconsistent with this Paragraph.
2. The lot split approved by the Belle Isle City Council has resulted in creating two lots from the Property, one lot is referred to as Parcel A having 34,828.27 square feet in area ("Parcel A") and the other referred to as Parcel B having 49,072.20 square feet in area and being a lakefront lot with a shoreline on Lake Conway ("Parcel B"). Pursuant to Section 50-32, City of Belle Isle Code of Ordinances, the front yard setback for Parcel B is hereby established at 389.19 linear feet from the Hoffner Avenue right-of-way line such that the lot width for Parcel B [for purposes of compliance with the R-1AA zoning district 85 feet minimum lot width] is measured at 389.19 linear feet from the Hoffner Avenue right-of-way boundary line of the Parcel B and along the remaining depth of Parcel B.

3. As of the recording of this Restriction, there is a legally non-conforming professional office use of the one-story building located closest to the rear boundary of the Parcel A upon the Property ("Nonconforming Use"). The Nonconforming Use and the one-story building it is within ("Office Building"), shall not be expanded or enlarged nor shall the current professional office use be changed to any type of higher intensity use. There shall be no transfer of the professional office use of the Office Building to any other type of non-residential use. No one other than Quevedo Insurance Agency, LLC, Marvel Quevedo or an entity owned by Marvel Quevedo shall operate a business within the Office Building. The Nonconforming Use shall be deemed abandoned and vacated and becomes a prohibited use upon the occurrence of any of the following events: (i) Quevedo Insurance Agency, LLC or Marvel Quevedo vacates the Office Building for more than 180 days; or (ii) Quevedo transfers title to Parcel A to an unrelated third party. Except for the existing Nonconforming Use, there shall be no commercial use of the Property and the Property shall only be used for single-family residential purposes. Any conversion of the Office Building to residential use shall be subject to obtaining a new certificate of occupancy pursuant to the Florida Building Code.
4. City may enforce the terms of this Restriction by any action available at law or in equity, including without limitation actions for injunctive relief, specific performance, as well as for compensatory and consequential damages. Further, the City may deny or withhold any development order or permit sought or received that is inconsistent with this Restriction. The rights and remedies available hereunder or at law or in equity are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. This Restriction can only be terminated or amendment by written agreement of the City.
5. If any provisions contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Restriction.
6. This Restriction shall be recorded in the public records of Orange County, Florida, shall run with the land and shall be binding on the heirs, successors and assigns of Quevedo and perpetually be for the benefit of the City.

IN WITNESS WHEREOF, Quevedo has caused these presents to be executed on the _____ day of June ___ 2026.

"Quevedo "

Marvel Quevedo

Quevedo Insurance Agency, LLC

By: Marvel Quevedo, Manager

1. _____
Witness Printed Name
Address: _____

Signature of Witness

2. _____
Witness Printed Name
Address: _____

Signature of Witness

STATE OF FLORIDA

COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2026 []
in person or [] by online notarization by Marvel Quevedo, individually and as manager of Quevedo
Insurance Agency, LLC, who is known by me ____ or have produced the following
identification _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Accepted by the City of Belle Isle, a Florida municipal corporation

By: _____
Jason Carson, Mayor

Attest: _____
Yolanda Quiceno, City Clerk

Date: _____

EXHIBIT "A"
SUBJECT PROPERTY

A portion of Lot 3 and the East one half of Lot 2, LAKE CONWAY VIEWS, according to the plat thereof recorded in Plat Book J, Page 46, Public Records of Orange County, Florida; together with:

Begin on an extension of the Northeasterly line of Lot 3 of Lake Conway Views at the original water line of Lake Conway, which point is 290.4 feet South and 187.1 feet East of the Northwest corner of Section 19, Township 23 South, Range 30 East, run thence South 54°18'00" West 80 feet along the original line of Lake Conway to the Southwesterly line of said Lot 3 extended, thence North 48 degrees West along extension of said Southwesterly line 125 feet to the waters of Lake Conway, thence North 54°18'00" East 80 feet along waters of Lake Conway to the Northeasterly line of said Lot 3 extended, thence South 48°00'00" East, 125 feet to the Point of Beginning.

AND

Begin on an extension of the Northeasterly line of Lot 2 of Lake Conway Views of the original water line of Lake Conway which point is 337.1 feet South and 122.1 feet East of the Northwest corner of Section 19, Township 23 South, Range 30 East run thence S 54°18'00" West, 80 feet along the original water line to the Southwesterly line of said Lot 2 extended; thence N 48°00'00" West along extension of said Southwesterly line 125 feet to the waters of Lake Conway; thence N 54°18'00" East, 80 feet along said waters; thence S 48°00'00" East along extension of Northeasterly line of said Lot 2 a distance of 125 feet to the Point of Beginning.

More particularly described as follows: