

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

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

Petitioner,
v.

AUTOZONE INC., et al.,

Respondents.

CASE NO. 2021-CA-002978

Parcel(s): 106 and 706

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference conducted June 18, 2025, Petitioner Seminole County (the "County") as well as Respondent, Catherine Tonks, DVM d/b/a South Seminole Animal Hospital ("Respondent") reached the following Mediated Settlement Agreement ("Agreement"):

1. The County shall pay eight hundred thousand three hundred seventy-nine dollars and 00/100 cents (\$800,379.00) to Respondent for compensation related to the taking of Parcels 106 and 706 including compensation for the land taken, improvements taken, cure costs, and all damages including severance and business damages and all interests. This compensation amount also covers statutory attorneys' fees and expert fees associated with the monetary compensation payment being made to Respondent herein. Of this payment, \$620,000 is for Respondent's compensation for land, improvements, cure costs, and damages. The remainder is for attorneys' fees and experts costs.

2. The County has conducted preliminary a review of the attached Cure plan attached as **Exhibit A** (the "Cure") which appears to comply with County land development regulations. The County agrees to expedite the processing of Respondent's

applications to permit the Cure. Specifically, the County agrees to respond to the applications and resubmittals of applications after comments within 10 business days of receipt.

3. The County agrees to construct the driveway apron (within the area taken) and make the stormwater drainage connection from the drainage inlet in the driveway apron the County is constructing to and including the type F inlet as depicted in the attached **Exhibit A**. Respondent will grant the County a right of entry to access Respondents' property to effectuate this connection at no additional cost to the County.

4. The County agrees that any non-conformities with the County's land development code, comprehensive plan, or other regulations caused by the County's Oxford Road project or the taking of Parcels 106 and 706 shall be waived as required by the County eminent domain ordinance. Subject to County's review set out below, such waivers shall allow the installation of a new main entrance on the east side of the building and internal modifications to the building, which are being constructed due to the taking. Respondent will submit draft plans to the Director of Public Works, Richard Milian, and Cassidy Perdue showing the proposed modifications including relocated entrances by June 23, 2025. The County shall review the proposed modifications within 10 business days and confirm whether the modifications are acceptable and will be approved. If the County does not approve the modifications, Respondent shall have the right to terminate this Agreement. Regardless, Respondent is not bound to construct any specific cure or modifications.

5. Petitioner shall make every reasonable effort to have the Seminole County Board of County Commissioners (the "Board") review this Agreement for approval on or

before July 22, 2025, which is the next scheduled board meeting. Should the July 22, 2025, Board meeting not take place, or if a quorum is not present, this Agreement will be presented at the next regularly scheduled County Board meeting presently scheduled for August 12, 2025.

6. Counsel for the County and Respondent named herein will jointly submit to the Court for signature the mutually approved Stipulated Final Judgment in this matter, attached as **Exhibit B**, within one (1) business day of Board approval of this Agreement.

7. Within ten (10) days from the entry of the Stipulated Final Judgment, the County shall issue payment of \$493,979.00 to the Trust Account of GrayRobinson, P.A., and mail said payment to Kent L. Hipp, Esq., GrayRobinson P.A., 301 E Pine Street, Suite 1400, Orlando, FL 32801, who shall be responsible for allocating the described sum to all other interested parties.

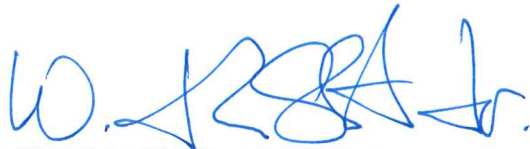
8. The County and the Respondent acknowledge Respondent and its counsel will make an additional attorneys' fee claim for non-monetary benefits, which has not been resolved. These unresolved fee claims are not part of the compensation and fees being paid herein. Nothing in this Agreement prevents Respondent and its counsel from making such a fee claim or seeking additional expert fees and costs in association with the same. Any such additional fees and costs will be adjudicated or settled at a different time. Respondent's counsel shall be free to present its total non-monetary benefit claim to the judge. However, Respondent has agreed that the County shall not have to pay more than \$395,000 for the non-monetary benefit claim regardless of what the court may order. The County and Respondent agree not to appeal the court's non-monetary benefit fee award. The County and Respondent also agree that the \$395,000 payment cap shall not be

presented to the judge or referenced in any way during any hearing or proceeding in this matter. Paragraph 8 of this Agreement shall be binding on the Parties and supersede any final judgment as to nonmonetary benefit claim.

DATED this 18th day of June, 2025.



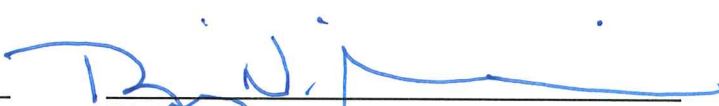
Catherine Tonks, DVM, Owner



William Slot, Director of Public Works
Seminole County



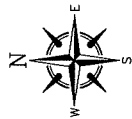
Kent L. Hipp, Esq.
Attorney for Owner



Richard Milian, Esq.
Attorney for County



Ed Pantaleon
Mediator



1" = 30'

PARCEL SUMMARY	
ZONING	C-2
OVERLAY	OPOD
SIZE	0.89 AC

OPOD- OXFORD PLACE OVERLAY DISTRICT

BUILDING SUMMARY	
EXISTING	2,840 SF

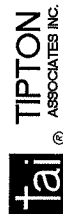
PARKING SPACES	REQ	H/C	TOTAL
EXISTING	14	1	15
REQUIRED	9	1	4
CURED	22	1	23

SITE DATA	REQUIRED		EXISTING		CURED	
	SETBACKS					
FRONT YARD	0'	24.4'	0'	83.9'	0'	4.9'
REAR YARD	0'	83.9'	0'	81.2'	0'	81.2'
SIDE YARD (NORTH)	0'	8.8'	0'	31.8'	0'	21.6'
SIDE YARD (SOUTH)	0'	8.8'	0'	-6.9'	0'	6.0'
PARKING	0'	MAX/MIN	85%	70.4%	85%	68.0%
OPEN SPACE	15%	29.6%	15%	29.6%	15%	29.6%

REMAINDER UNINCURRED NONCONFORMITIES:
1 LANDSCAPING

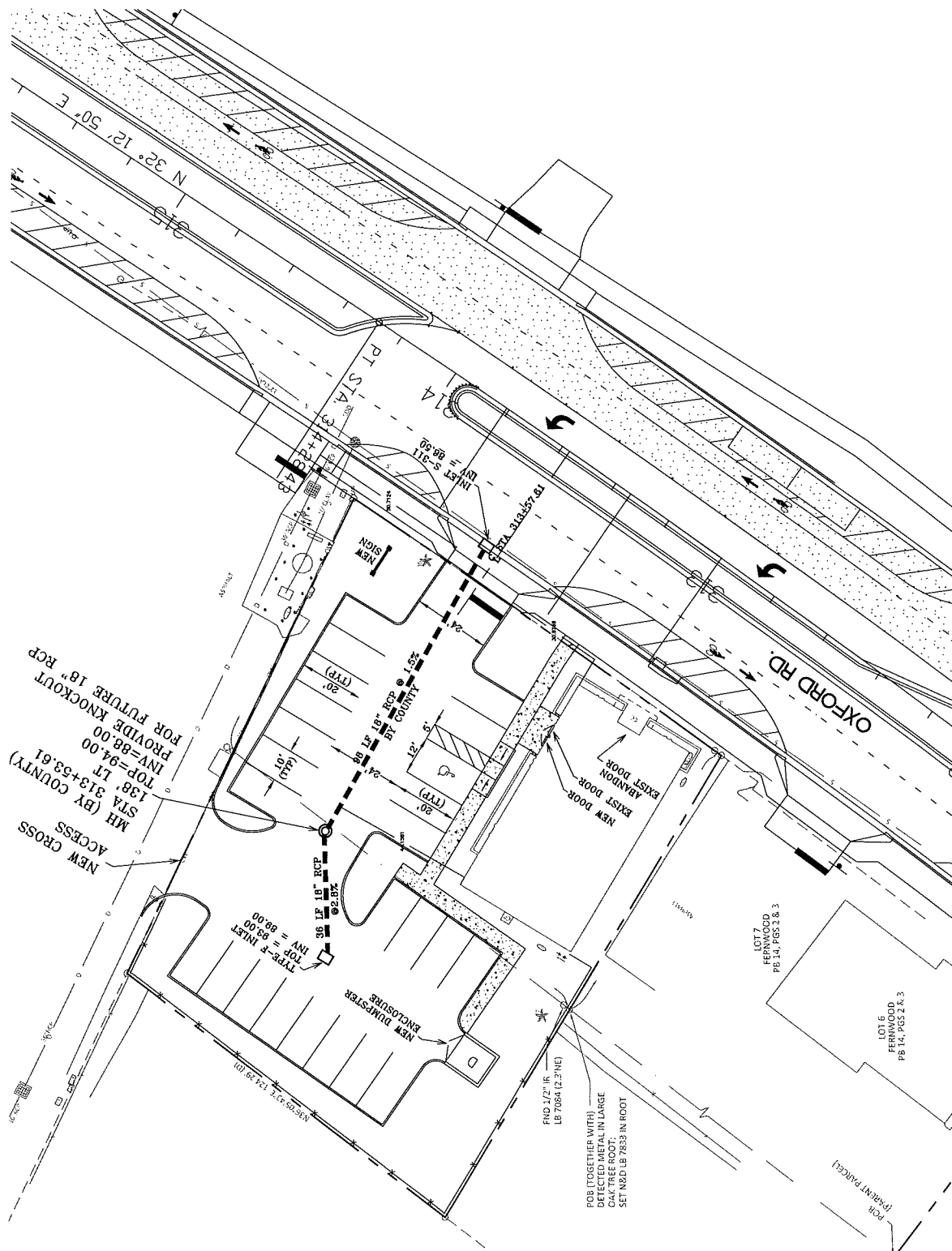
SOUTH SEMINOLE ANIMAL HOSPITAL ROW PARCEL 106 RECOMMENDED CURE PLAN

FIGURE 4



REvised 6/19/25

4-612.1



CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA
CASE NO.: 2021-CA-002978
DIV: W

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

Parcel: 106 and 706

Petitioner,

vs.

CASE NO. 2021-CA-002978

AUTOZONE INC., et al.,

Respondents.

_____/

STIPULATED FINAL JUDGMENT
CATHERINE TONKS, DVM d/b/a SOUTH SEMINOLE ANIMAL HOSPITAL
(With Disbursement Directions to the Clerk)

THIS CAUSE came on for consideration by the Court, upon the Stipulation and Motion of the Petitioner, SEMINOLE COUNTY (hereinafter "County") and Respondent **Catherine Tonks, DVM d/b/a South Seminole Animal Hospital** (hereinafter "Respondent") for entry of this Stipulated Final Judgment, and it appearing to the Court that the parties were authorized to enter into such motion, and the Court finding that the taking is necessary for a public purpose and it appearing that proper notice being given to all owners, and to all other persons having or claiming any equity, lien, title or other interest in or to the property described on the attached Exhibit "A" and the Court being otherwise fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction of this cause, the subject property, and the parties to this cause pursuant to Chapter 73 and 74 of the Florida Statutes.
2. The pleadings and all other matters filed of record in this cause are sufficient and

were made in good faith.

3. Petitioner, Seminole County has properly exercised its delegated authority and the condemnation was for a valid public purpose and reasonably necessary for such purpose.

4. The Amended Declaration of Taking filed in this cause was made in good faith and based upon a good faith appraisal.

5. The property rights acquired by the Petitioner are designated as Parcels 106 and 706, described in the attached Exhibit "A". The estate or interest acquired as to Parcel 106 is fee simple. The estate or interest acquired as to Parcel 706 is a temporary construction easement with an extended term of two years from June 22, 2025, or the completion of construction, whichever is sooner.

6. The Joint Motion for Entry of Stipulated Final Judgment is approved and incorporated herein by reference.

7. Seminole County previously acquired title and possession of property identified as Parcels 106 and 706 and described in Exhibit "A" attached hereto.

8. Petitioner and Respondent entered into a conditional Mediation Settlement Agreement on June 18, 2025, and terms of that Agreement are incorporated herein by reference. Petitioner and Respondent agree to fully comply with and to be bound by the terms of that Mediation Settlement Agreement.

9. Respondent, **CATHERINE TONKS, DVM d/b/a SOUTH SEMINOLE ANIMAL HOSPITAL** shall have and recover from Petitioner the total sum of eight hundred thousand three hundred seventy-nine dollars and 00/100 cents (\$800,379.00), inclusive of Petitioner's previous Court Registry Deposit of **THREE HUNDRED SIX THOUSAND FOUR HUNDRED AND 00/100 (\$306,400.00) deposited by the County in July, 2022**, for its interest

in **Parcels 106 and 706** in full settlement of all claims for compensation to be paid by Petitioner to Respondent whatsoever, for the land taken, improvements taken, cure costs, and all damages including severance and business damages, including payment for monetary attorneys' fees and costs, and expert fees and costs ("Settlement Funds"). Of this \$800,379 payment, \$620,000 is for Respondent's compensation for land, improvements, cure costs, and damages. The remainder is for attorneys' fees and experts costs.

10. Within ten (10) days from the entry of the Stipulated Final Judgment, Petitioner shall issue payment of four hundred ninety three thousand nine hundred seventy nine **DOLLARS AND 00/100 (\$493,979.00)** to the Trust Account of Gray Robinson, P.A. and mail said payment to Kent L. Hipp, Esq., Gray Robinson, P.A., 301 E Pine Street, Suite 1400, Orlando, FL 32801, who shall be responsible for allocating the described sum to all other interested parties, including, but not limited to, any existing mortgagee or leasehold interest in the property described in Exhibit "A", and all other Respondents.

11. Subject to paragraph 13 below, no additional sums are due and payable from Petitioner to Respondent, or to any person or entity, as a direct or indirect result of Petitioner's taking of Parcels 106 and 706, including without limitation, Respondent's monetary attorney fees and Respondent's experts and other witness fees.

12. The Settlement Funds are subject to all claims, liens and encumbrances of record, including, without limitation, any apportionment claims of any existing mortgagee or leasehold interest in the property described in Exhibit "A", attached hereto.

13. The Court reserves jurisdiction to enforce the terms of this Stipulated Order of Taking, the Mediated Settlement Agreement, and to determine non-monetary attorneys' fees, if any. The Court reserves jurisdiction to award attorneys' fees and costs for any supplemental

proceedings pursuant to section 73.0792(2) in connection with the determination of non-monetary benefit attorney fees, if any.

DONE AND ORDERED in Sanford, Seminole County, Florida, this ____ day of _____, 2025.

Honorable Susan Stacey
Circuit Judge

COPIES TO:

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Rachael Crews

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EXHIBIT “A”