

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 30, 2025, Petitioner Seminole County (the "County") as well as Respondent, Catherine Tonks, DVM d/b/a South Seminole Animal Hospital ("Respondent"), through her attorneys, reached the following Mediated Settlement Agreement ("Agreement") as to statutory nonmonetary benefit attorneys' fees owed to GrayRobinson, P.A. ("GrayRobinson"):

1. The County shall pay two hundred thousand dollars and 00/100 cents (\$200,000.00) to GrayRobinson for statutory nonmonetary benefit fees related to the taking of Parcels 106 and 706. This compensation is separate and distinct from the compensation for the land taken, improvements taken, cure costs, severance damages, expert costs, and business damages previously agreed to. Additionally, this compensation is separate and distinct from statutory monetary benefit attorneys' fees previously agreed to.

2. This Agreement is contingent upon the approval of the June 30, 2025 Mediated Settlement Agreement for Parcel 104 and vice versa.

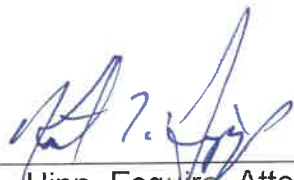
3. The Seminole County Board of County Commissioners (the "Board") must review this Agreement for approval on or before July 22, 2025, which is the next scheduled board meeting. Should the July 22, 2025, Board meeting not take place or if a quorum is not present, this Agreement will be presented at the next regularly scheduled County Board meeting on August 12, 2025.

4. 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 A**, within one (1) business day of Board approval of this Agreement.

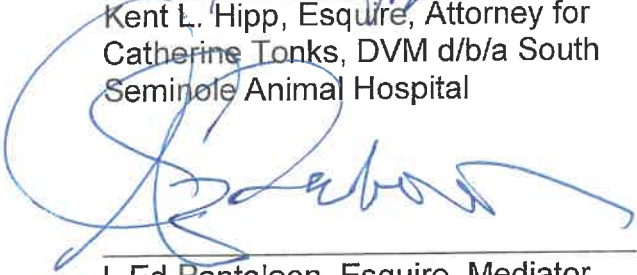
5. Within ten (10) days from the entry of the Stipulated Final Judgment, the County shall issue payment of \$200,000 to the Trust Account of GrayRobinson, P.A., and mail said payment to Kent L. Hipp, Esq., GrayRobinson P.A., 301 E Pine Street, Suite 1400, Orlando, FL 32801.

6. This payment shall constitute final payment for all compensation, fees, and costs with these Parcels, including any and all attorney's fees and expert costs incurred in litigating the nonmonetary benefit claim.

DATED this 30th day of June, 2025.



Kent L. Hipp, Esquire, Attorney for
Catherine Tonks, DVM d/b/a South
Seminole Animal Hospital

William Slot, Director of Public Works
Seminole County

I. Ed Pantaleon, Esquire, Mediator

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 (s): 106 and 706

Petitioner,

vs.

CASE NO. 2021-CA-002978

AUTOZONE INC., et al.,

Respondents.

_____ /

STIPULATED FINAL JUDGMENT FOR STATUTORY EMINENT DOMAIN
ATTORNEY'S FEES BASED UPON NONMONETARY BENEFITS
ACHIEVED FOR CATHERINE TONKS, DVM d/b/a SOUTH
SEMINOLE ANIMAL HOSPITAL

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 for Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved, and it appearing to the Court that the parties were authorized to enter into such motion, 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 Joint Motion for Entry of Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved is GRANTED.

3. Petitioner and Respondent entered into a conditional Mediated Settlement Agreement on June 30, 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 Mediated Settlement Agreement.

4. Within ten (10) days from the entry of the Stipulated Final Judgment for Statutory Eminent Domain Attorney's Fees Based Upon Nonmonetary Benefits Achieved, Petitioner shall issue payment of two hundred thousand dollars (\$200,000) 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.

5. 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, including any and all attorney's fees and expert costs incurred in litigating the nonmonetary benefit claim.

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

Honorable Susan Stacey
Circuit Judge

COPIES TO:
Kent Hipp
Kent.hipp@gray-robinson.com
Rachael Crews
Rachael.crews@gray-robinson.com

Richard N. Milian, Esquire
richard.milian@nelsonmullins.com
semonia.davis@nelsonmullins.com