

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: 104

Petitioner,

vs.

AUTOZONE INC., et al.,

Respondents.

STIPULATED FINAL JUDGMENT
150 OXFORD ROAD, LLC and DERMATOLOGY BILLING ASSOCIATES, INC.
(PARCEL 104)

THIS CAUSE came on for consideration by the Court, upon the Stipulation and Motion of the Petitioner, SEMINOLE COUNTY, (hereinafter "County"), and Respondents, **150 OXFORD ROAD, LLC and DERMATOLOGY BILLING ASSOCIATES, INC.** (hereinafter "Respondents") 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 Parcel 104, described in the attached Exhibit "A". The estate or interest acquired as to Parcel 104 is fee simple.

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 Parcel 104, and described in Exhibit "A", attached hereto.

8. Petitioner and Respondent entered into a conditional Mediation Settlement Agreement on March 14, 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. Respondents, **150 OXFORD ROAD, LLC and DERMATOLOGY BILLING ASSOCIATES, INC.**, shall have and recover from Petitioner the total sum of **EIGHT HUNDRED NINETY-SIX THOUSAND – SIX HUNDRED TWENTY-FIVE** Dollars and No/100 (\$896,625.00), inclusive of Petitioner's previous Court Registry Deposit of **THREE HUNDRED FIFTY-TWO THOUSAND TWO HUNDRED AND 00/100 (\$352,200.00) disbursed to Respondent on July 5, 2022**, for its interest in **Parcel 104** 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

attorney's fees and costs, and expert fees and costs ("Settlement Funds").

10. Within twenty (20) days from the entry of the Stipulated Final Judgment, Petitioner shall issue payment of **FIVE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$544,425.00)** to the Trust Account of Gray Robinson, P.A. and mail said payment to Rachael M. Crews, 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 14 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 Parcel 104, including without limitation, Respondents' monetary attorney fees and Respondents' 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 attorney's 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 fees, if any.

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

DESCRIPTION PARCEL 104:

A portion of lots 4, 5 and 6, Fernwood according to the vacated plat thereof recorded in Plat Book 14, Pages 2 through 3, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northeasterly corner of Lot 3, Fernwood Plaza according to the plat thereof recorded in Plat Book 13, Page 95 Public Records of Seminole County, Florida, said point being on the Northwesterly line of Fernwood according to the vacated plat thereof recorded in Plat Book 14, Pages 2 through 3, Public Records of Seminole County, Florida; thence South 36°06'23" West, a distance of 258.71 feet along said Northwesterly line to a point on the monumented Northeasterly line of lands described in Official Records Book 8593, Page 1421, Public Records of Seminole County, Florida; thence South 53°55'01" East, a distance of 84.51 feet along said monumented Northeasterly line to the POINT OF BEGINNING; thence continue South 53°55'01" East, a distance of 25.37 feet along said Northeasterly line to a point on the Northwesterly right of way line of Oxford Road (Floral Boulevard per said plat of Fernwood); thence South 36°05'51" West, a distance of 176.53 feet along said Northwesterly right of way line to a point on the monumented Southwesterly line of lands described in said Official Records Book 8593, Page 1421; thence North 53°51'21" West, a distance of 27.32 feet along said monumented Southwesterly line to a point on a non-tangent curve concave Northwesterly, having a radius of 4440.00 feet, a central angle of 00°52'00" and a chord bearing of North 37°00'02" East; thence from a tangent bearing North 37°26'00" East, Northeasterly, a distance of 67.21 feet along the arc of said curve to the point of tangency of said curve; thence North 36°34'00" East, a distance of 109.31 feet to the POINT OF BEGINNING.

Containing 4,617 square feet, more or less.

EXHIBIT "A"