



COUNTY ATTORNEY'S OFFICE  
JEFFREY J. NEWTON, *County Attorney*

201 South Rosalind Avenue ■ 3rd Floor  
Reply To: Post Office Box 1393  
Orlando, FL 32802-1393  
407-836-7320 ■ Fax 407-836-5888  
www.ocfl.net

**AGENDA ITEM**

MEMORANDUM

*Deputy County Attorney*

Joel D. Prinsell

*Senior Assistant County Attorneys*

Elaine M. Asad

Whitney E. Evers

*Assistant County Attorneys*

Roberta Alfonso

David Berman

Lee N. Bernbaum

Joy Carmichael

Georgiana Holmes

Aleas Koos

Scott McHenry

Sawsan Mohiuddin

Matthew Pritchett

Dylan Schott

Scott Shevenell

Shonda White

*Legal Administrative Supervisor*

Dan Randolph

*Senior Paralegal*  
Melessia Lofgren

*Paralegals*  
Lamar Sharpe  
Gail Stanford  
Maria Vargas

TO: Mayor Jerry L. Demings  
and  
County Commissioners

FROM: Jeffrey J. Newton, County Attorney *JJM*  
Scott R. McHenry, Assistant County Attorney *SRM*  
Contact: (407) 836-7320

DATE: October 26, 2023

SUBJECT: Consent Agenda Item for November 14, 2023  
Eminent Domain Settlement Authorization  
*Orange County, Florida v. 7-Eleven, Inc., et al.*  
Case No. 2023-CA-011346-O  
Parcels: 1013, 8013 and 7013  
Project: University Blvd. and Dean Rd. Intersection Improvements

This Consent Agenda item requests settlement authorization by the Board of County Commissioners for the *Orange County, Florida v. 7-Eleven, Inc., et al.* eminent domain case brought by Orange County on behalf of Public Works for the improvement of the University Boulevard and Dean Road intersection.

A confidential memorandum, Settlement Analysis, and proposed Stipulated Order of Taking and Stipulated Final Judgment have been provided to the Board under a separate cover memorandum. These documents will become public records at the conclusion of the litigation pursuant to Section 119.071(1)(d), Florida Statutes.

**ACTION REQUESTED: Approval of the proposed settlement in the case of *Orange County, Florida v. 7-Eleven, Inc., et al.*, Case No. 2023-CA-011346-O, Parcels 1013, 8013 and 7013, University Boulevard and Dean Road Intersection Improvements Project, and authorization for the County Attorney's Office to execute the Joint Motion agreeing to the entry of the proposed Stipulated Order of Taking and Stipulated Final Judgment by the Court.**

SRM/gs

Copy: Byron W. Brooks, AICP, County Administrator  
Mindy T. Cummings, Manager, Real Estate Management Division  
Damian E. Czapka, P.E., Chief Engineer, Public Works Engineering Division  
Anne Kulikowski, Director, Administrative Services Department



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JEFFREY J. NEWTON, *County Attorney*

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www.ocfl.net

MEMORANDUM

TO: David Rooney, Deputy Clerk  
Comptroller Clerk of BCC

FROM: Scott R. McHenry, Assistant County Attorney

DATE: November 30, 2023

SUBJECT: November 14, 2023, County Attorney Consent Agenda Item 1  
*Orange County, Florida v. 7-Eleven, Inc.*  
Case No.: 2023-CA-011346-O  
Parcels: 1013, 8013 and 7013  
Project: University Blvd. and Dean Road Intersection Improvements  
Document: Stipulated Order of Taking and Stipulated Final Judgment  
Date of BCC Approval: November 14, 2023

SRM

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Enclosed is a fully executed copy of the Stipulated Order of Taking and Stipulated Final Judgment entered by Judge Jeffrey L. Ashton on November 30, 2023. The Clerk of Court will have the final judgment recorded.

Also enclosed is a copy of the Confidential Memorandum with attachments to Mayor Jerry Demings and County Commissioners, dated October 30, 2023, for the consent agenda item that was approved by the Board on November 14, 2023.

Please be advised that litigation in this case is concluded and the attached documents may be made part of the public record, notwithstanding the notation on the document stating that it was exempt under Section 119.07, Florida Statutes.

Should you need additional information, please do not hesitate to contact my office.

SRM/gs  
Enclosures

*Deputy County Attorney*  
Joel D. Prinsell

*Senior Assistant County Attorneys*

Elaine M. Asad  
Whitney E. Evers

*Assistant County Attorneys*

Roberta Alfonso  
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Lamar Sharpe  
Gail Stanford  
Maria Vargas

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

CASE NO.: 2023-CA-011346-O  
DIVISION: 37

**ORANGE COUNTY, FLORIDA,**  
a political subdivision of the  
State of Florida,

Parcels: 1013/8013/7013

Petitioner,

v.

**7-ELEVEN, INC.**, a Texas corporation, formally  
known as The Southland Corporation; **BYBLOS  
ENTERPRISE, INC.**, a Florida corporation;  
**DUKE ENERGY FLORIDA, LLC**, a Florida  
limited liability company, doing business as Duke  
Energy, formerly known as Duke Energy Florida,  
Inc., formerly known as Florida Power  
Corporation; **UNKNOWN TENANTS AND  
OTHER PARTIES IN POSSESSION;  
UNKNOWN PARTIES WITH INTEREST IN  
THE PROPERTY**; and **SCOTT RANDOLPH**,  
Orange County Tax Collector,

Respondents.

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**STIPULATED ORDER OF TAKING AND STIPULATED FINAL JUDGMENT**

THIS CAUSE having come before the Court on the Joint Motion for Entry of Stipulated Order of Taking and Stipulated Final Judgment by the Petitioner, ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, ("Petitioner" or sometimes the "County"), and Respondent, 7-ELEVEN, INC. ("Respondent"), and it appearing to the Court that the parties are authorized to enter into such Motion, including the Orange County Board of County Commissioners having authorized same, and the Court finding that the taking is

necessary for a public purpose, that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned, and that proper notice was given to all parties and to all persons having or claiming any equity, lien, title or other interest in Parcels 1013, 8013 and 7013, and the Court being otherwise fully advised in the premises, upon consideration, it is hereby,

ORDERED AND ADJUDGED as follows:

1. That the Court has jurisdiction of this action, of the subject matter and of the parties to this cause.
2. That the pleadings in this cause are sufficient and the Petitioner is properly exercising its delegated authority.
3. The taking of the property herein is necessary for the project which is necessary for a public purpose.
4. That the estimate of value in the Declaration of Taking filed in this cause by the Petitioner was made in good faith and based upon a valid appraisal.
5. That upon payment of the deposit of the money hereinafter specified into the Registry of this Court, the right, title or interest specified in the Petition as described herein shall vest in the Petitioner.
6. Respondent does have and recover of and from the Petitioner the total sum of **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00)** subject to any and all apportionment claims (but exclusive of Duke Energy's interest and claims, if any), and real property taxes due to the Tax Collector. The foregoing amount shall constitute payment in full for the property taken (designated as Parcels 1013, 8013 and 7013 herein) and for damages resulting to the remainder and for all other damages of any kind or nature including, but not limited to, for any improvements, severance damages, cures, business damages, if any, and except as otherwise expressly provided herein, attorney's fees of any kind or nature, including, but not limited to,

attorney's fees based upon any claim for non-monetary benefits. Respondent, and not Orange County, shall be solely responsible for any apportionment claims in this case; however, Orange County shall continue to be responsible for Duke Energy's interest and claims, if any, and associated attorney's fees and costs for apportionment, if any.

7. That the total sum of money set forth in paragraph 6 above shall in the amount of **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00)** be deposited into the Registry of the Court within twenty (20) days of the rendition of this Order, and shall be allocated by the County to each parcel as follows:

<u>PARCEL</u>	<u>AMOUNT</u>
1013	\$366,120.29
8013	\$43,213.22
7013	\$140,666.49
<b>TOTAL</b>	<b>\$550,000.00</b>

8. That the disbursement of the funds in the total amount of \$550,000 deposited into the Registry of the Court is subject to any apportionment claims by any other persons or entities claiming an apportionment (but exclusive of Duke Energy's interest and claims, if any), and may be subsequently determined by this Court at a hearing to be set upon proper motion by any such person or entity claiming an apportionment. Petitioner shall not be responsible for the separate payment of any such apportionment claims except for Duke Energy's interest and claims, if any, and associated attorney's fees and costs for apportionment, if any.

9. Respondent represents and warrants that pursuant to 7-Eleven, Inc. Individual Store Franchise Agreement, for Store #1506-17203A, franchisee and tenant, Respondent BYBLOS ENTERPRISE, INC., is not entitled to any of the condemnation award, including the compensation

for the parcels, expert fees or attorney's fees and costs set forth herein, and shall take nothing in this action.

10. Immediately after payment by Petitioner of the amount set forth in paragraph 6 into the Registry of the Court, the Respondent may file a proper motion to withdraw said monies, less the amount of real property taxes due to the Tax Collector as of the date of taking, and Petitioner has no objection to such motion.

11. That upon deposit of the monies set forth above, and without further notice or order of this Court, the Petitioner shall be entitled to possession of the property described in the Petition.

12. That legal title to the following described property, to-wit:

**SEE EXHIBIT "A"**

shall vest in Petitioner, ORANGE COUNTY, FLORIDA, upon deposit of the aforesaid sums into the Registry of the Court.

13. The Court awards Respondent the sum of **ONE HUNDRED THOUSAND TWENTY AND NO/100 DOLLARS (\$100,000.00)** in full and complete satisfaction of all attorneys' fees in this case, pursuant to Section 73.092, Florida Statutes, including, but not limited to, for "betterment fees" and for settlement of Respondent's disputed claim for non-monetary benefits under Section 73.092(1), Florida Statutes.

14. The Court awards Respondent the sum of **THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$35,500.00)** in full and complete satisfaction of all of Respondent's expert fees and costs, pursuant to Section 73.091, Florida Statutes, including, but not limited to, for Mazzillo and Associates, Inc., Morgenstern Phifer & Messina, P.A., and Tropical Valuation Advisory.

15. Within thirty (30) days from the rendition of this Stipulated Order of Taking and Stipulated Final Judgment, the Petitioner shall pay to the Trust Account of Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A., 101 E. Kennedy Boulevard, Suite 2700, Tampa, Florida 33602, as attorneys for Respondent, the sum of **ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$135,500.00)** that amount representing the total of attorneys' fees, pursuant to paragraph 13 above, and experts' fees and costs, pursuant to paragraph 14 above.

16. Subject to any inconsistent terms in paragraph 17 below, that this Stipulated Order of Taking and Stipulated Final Judgment is based on Petitioner's commitments that it intends to construct the project as shown in the construction plans which have been or will be filed by Petitioner in this action. In the event Petitioner fails to construct the project substantially in conformance with these construction plans, Respondent retains all rights and remedies pursuant to *Central and Southern Florida Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974) cert. denied 310 So. 2d 745 (Fla. 1975). By agreement of the parties there is no basis for the award of attorney's fees to Respondent based upon non-monetary benefits arising out of Petitioner's commitments in this paragraph.

17. The parties agree on the following terms and conditions, subject to contractor "means and methods" to the extent different than the construction plans:

- a. The County shall regrade the on-site pond area to restore the existing retention volume;
- b. The County's proposed taking of Parcels 7013 and 8013 shall expressly allow continued use for on-site drainage retention at all times;
- c. The property's existing Dean Road driveway is outside the boundaries of the County's construction and shall not be altered;

- d. The County shall construct its project in substantial conformity to the plans which have been or will be filed in this action, such plans include General Note number 33 that the "contractor is to maintain uninterrupted access to all driveways and side streets at all times and is to notify property owners five days prior to started construction." This means that at times half of the driveway may be closed, but the other half will remain open to allow uninterrupted access;
- e. The County shall reconstruct the University Boulevard driveway to 35.8 feet wide with radial returns and a 2.7% slope and 7-Eleven shall provide a Right of Entry Agreement with agreed upon terms at no charge to the County;
- f. The County shall limit its construction of the University Boulevard driveway to 21 calendar days. The 21 calendar days shall start when the contractor begins demolition of the existing driveway;
- g. 7-Eleven may reestablish its business identification sign with a business sign of the same height and facing as currently exists, but with the addition of an electronic price display. Other than the sign location and design to accommodate the pond grading as shown in the Construction Plans, the County does not object or dictate sign location on the remainder property. The sign may be located within Parcel 7013 and/or Parcel 8013 either after pond re-grading activities or after demonstration to County reviewers, that the proposed sign will not interfere with the construction / maintenance of the roadway facility. Notwithstanding the foregoing, the sign location and design is subject to the normal permitting process.


18. That any party subject to the public disclosure requirements of Section 286.23, Florida Statutes, is notified that it is required to make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury. Such person or entity making the disclosure shall state his name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. The written disclosure shall be made to Orange County Attorney's Office, 201 S. Rosalind Avenue, Third Floor, P.O. Box 1393, Orlando, FL 32802-1393, Attention: Scott McHenry, Assistant County Attorney.



19. Counsel for Petitioner shall serve a copy of this Order via U.S. Mail to all parties not receiving service of court filings through the Florida Courts e-Filing Portal and must file a Certificate of Service within three (3) days from the date of this Order.

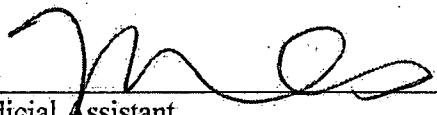
20. That this Court shall retain jurisdiction for the purpose of enforcing the terms and provisions of this Stipulated Order of Taking and Stipulated Final Judgment, including for adjudication of apportionment claims, if any.

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida this 30  
day of NOV, 2023.

  
\_\_\_\_\_  
Jeffrey L. Ashton  
Circuit Judge

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing Stipulated Order of Taking and Stipulated Final Judgment was filed with the Clerk of the Court this 29 day of November, 2023, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/ interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System.

  
Judicial Assistant

**SERVICE/MAILING LIST**

**Scott R. McHenry, Assistant County Attorney**, 201 S. Rosalind Avenue, Third Floor, Orlando, Florida 32801, [scott.mchenry@ocfl.net](mailto:scott.mchenry@ocfl.net); [brittney.rachel@ocfl.net](mailto:brittney.rachel@ocfl.net); [gail.stanford@ocfl.net](mailto:gail.stanford@ocfl.net)  
*Counsel for Petitioner, Orange County, Florida*

**Paul D. Bain, Esq.**, Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A., 101 E. Kennedy Blvd., Suite 2700, Tampa, Florida 33602, [pbain@trenam.com](mailto:pbain@trenam.com); [sgreene@trenam.com](mailto:sgreene@trenam.com) *Counsel for Respondent 7-Eleven, Inc.*

**Manny R. Vilaret, Esq.**, Vilaret Law, PLLC, 10901 Danka Circle, Suite C, St. Petersburg, Florida 33716, [manny.vilaret@cohlaw.com](mailto:manny.vilaret@cohlaw.com); [michele.schibler@cohlaw.com](mailto:michele.schibler@cohlaw.com), *Counsel for Respondent, Duke Energy Florida, LLC*

**Byblos Enterprise, Inc.**, c/o Wajdi D. Awar, 119 Nandina Terrace, Winter Springs, Florida 32708

**Scott Randolph**, Orange County Tax Collector, 200 South Orange Avenue, Suite 1600, Orlando, Florida 32801

**SCHEDULE "A"**

**DESCRIPTION PARCEL 1013 :**

A portion of lands described in Official Records Book 2511, Page 408, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 1, Taco Bell according to the plat thereof recorded in Plat Book 24, Page 40, Public Records of Orange County, Florida, said point being on the North right of way line of University Boulevard per Official Records Book 4072, Page 872, Public Records of Orange County, Florida; thence South 89°42'48" West, a distance of 155.46 feet along said North right of way line to a point on the East right of way line of Dean Road per Orange County Engineering Department right of way map for Dean Road dated November 1988; thence along said East right of way line the following two (2) courses and distances : North 43°24'11" West, a distance of 22.03 feet; thence North 02°03'32" West, a distance of 18.93 feet; thence departing said East right of way line South 39°15'46" East, a distance of 36.02 feet to a point on a line that is 7.00 feet North of and parallel with said North right of way line; thence North 89°42'48" East, a distance of 148.23 feet along said parallel line to a point on the East line of lands described in Official Records Book 2511, Page 408, Public Records of Orange County, Florida; thence South 02°04'10" East, a distance of 7.00 feet along the East line of said lands to the POINT OF BEGINNING.

Containing 1,378 square feet, more or less.

**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the North right of way line of University Boulevard as described in Official Records Book 3821, Page 2028, Public Records of Orange County, Florida being South 89°42'48" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.
3. I have reviewed First American Title Insurance Company (FATIC) Title Search Report number 2037-4232532/18.00162 all recorded survey related encumbrances have been shown or noted on the survey.

NOT VALID WITHOUT SHEETS 1-2

<b>DESCRIPTION</b>	Date: 02/13/2020	KR	Certification Number LB2108 62756008
	Job Number: 62756	Scale: 1" = 40'	
FOR <b>PEGASUS ENGINEERING, LLC.</b>	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
REVISED 10/22/2020	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

*RH 5/24/2021*

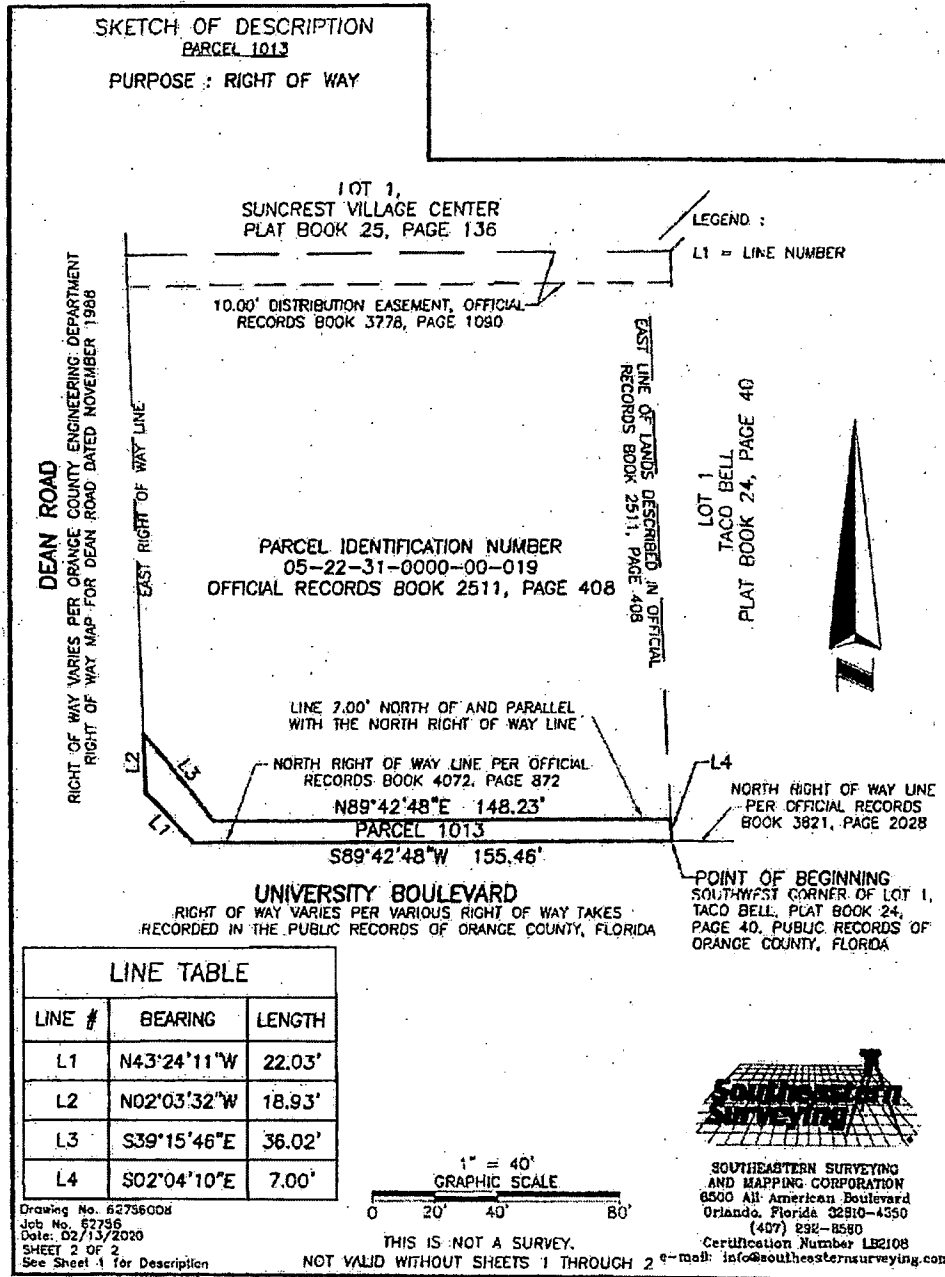


EXHIBIT A  
2 of 9

**SCHEDULE "B"**

**2722 UNIVERSITY BLVD AND DEAN RD INTERSECTION PARCEL 1013**

**FEE SIMPLE**

Parcel 1013: the interest being acquired is fee simple.

1/21/2021

Page 1 of 1

EXHIBIT A  
3 of 9

**SCHEDULE "A"**

**DESCRIPTION PARCEL 8013 :**

A portion of lands described in Official Records Book 2511, Page 408, Public Records of Orange County, Florida, being more particularly described as follows:

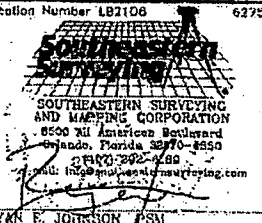
Commence at the Southwest corner of Lot 1, Taco Bell according to the plat thereof recorded in Plat Book 24, Page 40, Public Records of Orange County, Florida, said point being on the North right of way line of University Boulevard per Official Records Book 4072, Page 872, Public Records of Orange County, Florida said point also being on the East line of lands described Official Records Book 2511, Page 408, Public Records of Orange County, Florida; thence North 02°04'10" West, a distance of 7.00 feet along the East line of said lands to a point on a line that is 7.00 feet North of and parallel with said North right of way line; thence South 89°42'48" West, a distance of 51.82 feet along said parallel line to the POINT OF BEGINNING; thence continue South 89°42'48" West, a distance of 96.47 feet along said parallel line; thence departing said parallel line North 39°15'46" West, a distance of 12.86 feet to a point on a line that is 17.00 feet North of and parallel with said North right of way line; thence North 89°42'48" East, a distance of 104.50 feet along said parallel line; thence departing said parallel line South 00°17'12" East, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 1,005 square feet, more or less.

**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the North right of way line of University Boulevard as described in Official Records Book 3821, Page 2028, Public Records of Orange County, Florida being South 89°42'48" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.
3. I have reviewed First American Title Insurance Company (FATIC) Title Search Report number 2037-4232488/18.00162 all recorded survey related encumbrances have been shown or noted on the survey.

NOT VALID WITHOUT SHEETS 1-2

<b>DESCRIPTION</b>	Date:	02/13/2020	KR	Certification Number LB1108	62756008
	Job Number:	62756	Scale:	1" = 40'	
FOR <b>PECASUS ENGINEERING, LLC.</b>	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>			RYAN E. JOHNSON, PSM Registered Land Surveyor Number 9130	
REVISED 10/22/2020	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			P/E 5/24/2021	

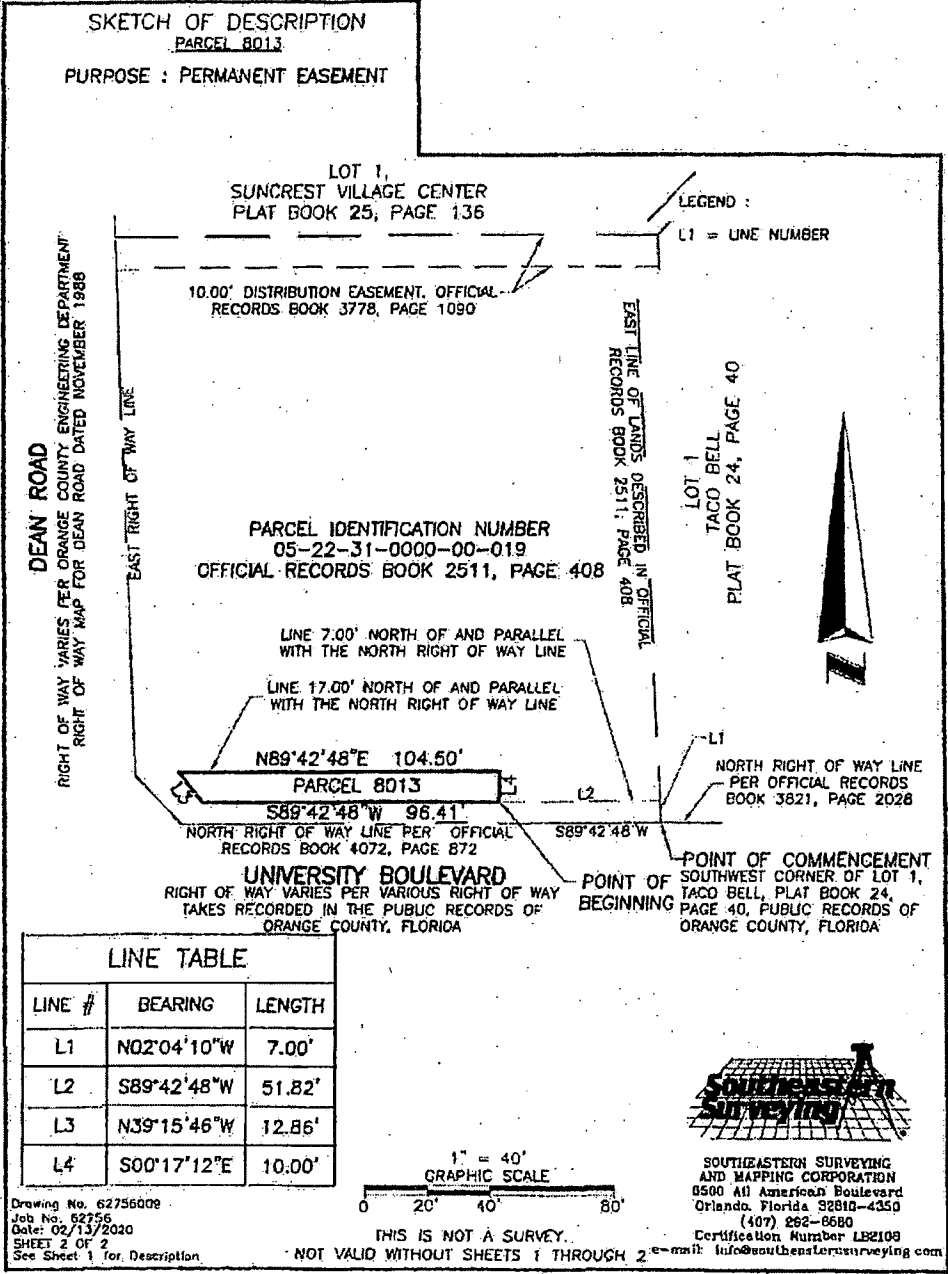


EXHIBIT A  
5 of 9

**SCHEDULE "B"**

**2722 UNIVERSITY BLVD AND DEAN RD INTERSECTION PARCEL 8013**

**SLOPE AND FILL EASEMENT**

Parcel 8013 is being acquired as a permanent non-exclusive easement for the purpose of insuring the structural integrity of the roadway facility adjacent to the granted easement. This easement is to allow the GRANTEE to maintain the elevation of the roadway facility, to GRANTEE's specifications, with full authority to enter upon, clear, grade, excavate and add or remove fill material to the following lands as described in Schedule "A".

THE GRANTORS and their heirs, successors and assigns shall not build, construct, or create, or permit others to build, construct, or create any building, utilities or other structures that could adversely affect the structural integrity of the adjacent roadway facility on the granted easement without the prior written approval of the GRANTEE.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, project development, driveways, access, open space, setback area and any activity that will not adversely affect the structural integrity of the adjacent roadway facility.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

08/28/07  
R:\ROW Acquisition\Projects\2722 & 5128 Intersection Improvements\2722 University Blvd & Dean Rd\2722 Sch B\2722 P8013 Sch  
B Slope & Fill.doc

**EXHIBIT A**  
6 of 9



**SCHEDULE "A"**

**DESCRIPTION PARCEL 7013 :**

A portion of lands described in Official Records Book 2511, Page 408, Public Records of Orange County, Florida, being more particularly described as follows:


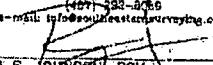
Commence at the Southwest corner of Lot 1, Taco Bell according to the plat thereof recorded in Plat Book 24, Page 40, Public Records of Orange County, Florida, said point being on the North right of way line of University Boulevard per Official Records Book 3821, Page 2028, Public Records of Orange County, Florida said point also being on the East line of lands described Official Records Book 2511, Page 408, Public Records of Orange County, Florida; thence North 02°04'10" West, a distance of 7.00 feet along the East line of said lands to a point on a line that is 7.00 feet North of and parallel with said North right of way line; thence South 89°42'48" West, a distance of 51.82 feet along said parallel line to the POINT OF BEGINNING; thence continue South 89°42'48" West, a distance of 96.41 feet along said parallel line; thence North 39°15'46" West, a distance of 36.02 feet to the East right of way line Dean Road per Orange County Engineering Department right of way map for Dean Road dated November 1988; thence North 02°03'32" West, a distance of 38.73 feet along said right of way line; thence departing said right of way line North 87°56'28" East, a distance of 12.89 feet; thence South 48°18'42" East, a distance of 37.61 feet; thence South 74°21'03" East, a distance of 75.60 feet; thence South 31°15'19" East, a distance of 13.06 feet; thence South 00°17'12" East, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 4413 square feet, more or less.

**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the North right of way line of University Boulevard as described in Official Records Book 3821, Page 2028, Public Records of Orange County, Florida being South 89°42'48" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.
3. I have reviewed First American Title Insurance Company (FATIC) Title Search Report number 2037-4232488/18.00162 all recorded survey related encumbrances have been shown or noted on the survey.

**NOT VALID WITHOUT SHEETS 1-2**

<b>DESCRIPTION</b>	Date: 02/13/2020 KR		Certification Number LB210B 62756910
	FOR <b>PEGASUS ENGINEERING, LLC.</b>		 <p align="center">SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8500 All American Boulevard Orlando, Florida 32810-4350 407-392-2266 e-mail: info@southeasternsurveying.com</p>
REVISED 05/17/2022	Job Number: 62756	Scale: 1" = 40'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		 <b>RYAN E. JOHNSON PSM</b> Registered Land Surveyor Number 7100
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

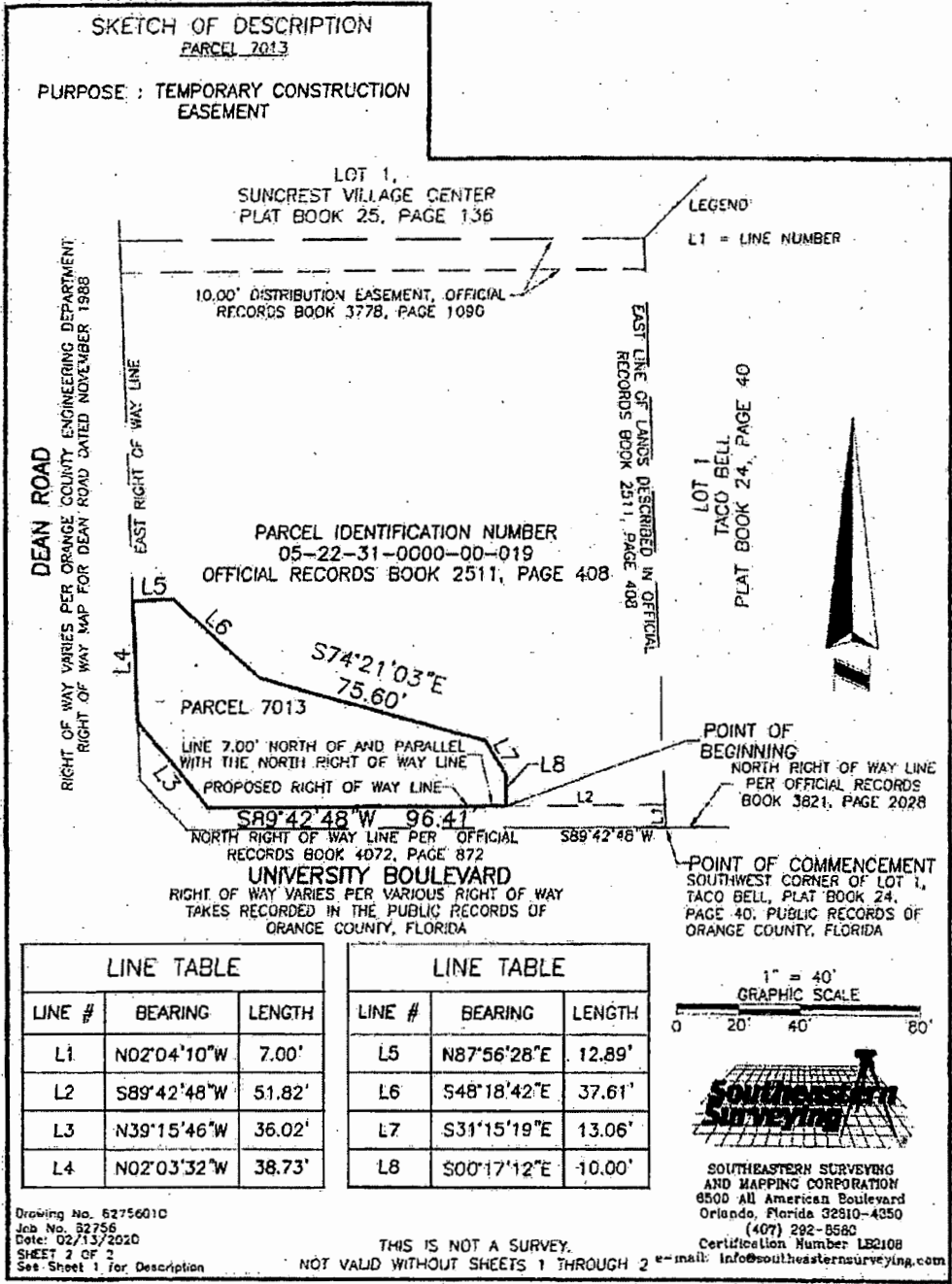


EXHIBIT A  
8 of 9

**SCHEDULE "B"**

**2722 UNIVERSITY BLVD AND DEAN RD INTERSECTION PARCEL 7013**

**TEMPORARY CONSTRUCTION EASEMENT**

Parcel 7013 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of re-grading the existing dry pond. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Schedule "A" or after seven (7) years, whichever occurs first.

7/25/2022  
\\ocnas\Divisions\ROW Acquisition\Projects\2722 & 5128 Intersection Improvements\2722 University Blvd  
& Dean Rd\2722 Sch B\2722 P7013 Sch B TCE rev 7-25-22.doc

EXHIBIT A  
9 of 9



COUNTY ATTORNEY'S OFFICE  
JEFFREY J. NEWTON, County Attorney

201 South Rosalind Avenue ■ 3rd Floor  
Reply To: Post Office Box 1393  
Orlando, FL 32802-1393  
407-836-7320 ■ Fax 407-836-5888  
www.ocfl.net

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MEMORANDUM

Deputy County Attorney

Joel D. Prinsell

Senior Assistant County Attorneys

Elaine M. Asad  
Whitney E. Evers

Assistant County Attorneys

Roberta Alfonso  
David Berman  
Lee N. Bernbaum  
Joy Carmichael  
Georgiana Holmes  
Aleas Koos  
Scott McHenry  
Sawsan Mohiuddin  
Matthew Pritchett

Dylan Schott  
Scott Shevenell  
Shonda White

Legal Administrative Supervisor

Dan Randolph

Senior Paralegal

Melessia Lofgren

Paralegals

Lamar Sharpe  
Gail Stanford  
Maria Vargas

TO: Mayor Jerry L. Demings  
and  
County Commissioners

FROM: Jeffrey J. Newton, County Attorney *JJM*  
Scott R. McHenry, Assistant County Attorney *SRM*  
Contact: (407) 836-7320

DATE: October 30, 2023

SUBJECT: Consent Agenda Item for November 14, 2023  
Eminent Domain Settlement Authorization  
*Orange County, Florida v. 7-Eleven, Inc., et al.*  
Case No. 2023-CA-011346-O  
Parcels: 1013, 8013 and 7013  
Project: University Blvd. and Dean Road Intersection Improvements

This agenda item requests settlement authorization by the Board of County Commissioners ("BCC") for the eminent domain case of *Orange County, Florida v. 7-Eleven, Inc., et al.* brought by Orange County (the "County") on behalf of Public Works for the University Boulevard and Dean Road Intersection Improvements Project (the "Project"). County staff recommends settlement of the case in the amount of \$550,000 as compensation for the parcels to be taken, plus attorneys' fees in the amount of \$100,000, and experts' fees and costs in the amount of \$35,500 for a total settlement amount of \$685,500.

I. The Project

University Boulevard is a six-lane divided roadway running east-west and Dean Road is a north-south roadway. Dean Road consists of four lanes south of University Boulevard and two lanes north of University Boulevard. Both University Boulevard and Dean Road are functionally classified as urban minor arterials.

The land uses adjacent to the University Boulevard and Dean Road intersection are retail and commercial including two convenience stores with gas pumps, a Walgreens pharmacy, a Publix shopping plaza, and a bank. The surrounding land use also consists of residential neighborhoods.

Because of the need for more capacity at an already large intersection, the Project primarily focuses on the extension and addition of turn lanes westbound on University Boulevard before the intersection with Dean Road. However, this Project will also include road resurfacing, minor drainage improvements, signage and pavement markings and signalization improvements, such as replacement of the existing traffic signals with mast arm signals.

## **II. The Lawsuit**

As required, Orange County initially attempted to negotiate a voluntary acquisition of Parcels 1013, 8013 and 7013 (the "Parcels") prior to filing the eminent domain action. In that regard, the County hired Robert W. Simmons, Jr. with The Spivey Group as its appraiser. Based upon Mr. Simmons' appraisal, the County made an initial offer of \$306,000 for the Parcels. Respondent, 7-Eleven, Inc., ("7-Eleven") never responded to the County's initial offer. As a result, Orange County filed its Petition in Eminent Domain on April 6, 2023. 7-Eleven retained attorney Paul Bain with Trenam Law to represent its interests. 7-Eleven also retained Tropical Valuation Advisory as its appraiser, and Lloyd J. Morgenstern, with Morgenstern Phifer & Messina, P.A. as its business damage claim expert. The County received a very substantial business damage claim from 7-Eleven in the amount of \$2,132,913. Thereafter, Orange County revised Parcel 7013, the temporary construction easement, by eliminating the portion over the University Boulevard driveway. In order, to respond to 7-Eleven's substantial business damage claim, Orange County hired its own business damage expert, BakerTilly, to analyze the issue of business damages. After its investigation and research, BakerTilly determined that business damages were more appropriately in the range of \$5,001 to \$12,503. Therefore, Orange County rejected 7-Eleven's business damage claim of \$2,132,913 and made a counter-offer of \$12,503.

## **III. The Settlement**

Eventually on August 28, 2023, 7-Eleven made a settlement offer of \$610,000 as compensation for the Parcels, which also included business damages, but exclusive of attorney's fees and experts' fees and costs, and subject to certain other terms and conditions. Representatives from the Orange County Attorney's Office, Public Works and Real Estate Management reviewed and discussed the terms and conditions, and thereafter the County made a counter-offer of \$500,000 on September 25, 2023. The parties ultimately agreed to the amount of \$550,000 as full compensation for the Parcels, which included the land acquired, the improvements acquired, the net cost to cure, the permanent and temporary construction easements, as well business damages. The parties also agreed to attorney's fees and costs of \$100,000 and expert fees and costs of \$35,500. The foregoing is set forth in the Settlement Analysis attached hereto as **Exhibit "A"**. Thereafter, the parties also agreed to the form and content of a Stipulated Order of Taking and Stipulated Final Judgment attached hereto as **Exhibit "B."**

Mayor Jerry L. Demings  
and County Commissioners  
October 30, 2023  
Page 3 of 3

**IV. Staff Recommendation**

The County's staff included Scott McHenry, Assistant County Attorney, Damian Czapka, Chief Engineer, Public Works Right of Way Section, and Mindy Cummings, Manager, Real Estate Management Division. County staff recommends that the BCC approve the settlement.

**ACTION REQUESTED: Approval of the proposed settlement in the case of *Orange County, Florida v. 7-Eleven, Inc., et al.*, Case No. 2023-CA-011346-O, Parcels 1013, 8013 and 7013, University Boulevard and Dean Road Intersection Improvements Project, and authorization for the County Attorney's Office to execute the Joint Motion agreeing to the entry of the proposed Stipulated Order of Taking and Stipulated Final Judgment by the Court.**

SRM/gs  
Attachments

Copy: Byron W. Brooks, AICP, County Administrator  
Mindy Cummings, Manager, Real Estate Management Division  
Damian Czapka, P.E., Chief Engineer, Public Works Engineering Division  
Anne Kulikowski, Director, Administrative Services Department

**This document is exempt under Florida Statutes Section 119.07, and is not for copying or distribution.**

Project: University Blvd. and Dean Road  
Limits: Intersection Improvements  
Parcels: 1013, 8013 and 7013  
Case Name: *Orange County, Florida v. 7-Eleven, Inc., et al.*  
Case No. 2023-CA-011346-O

**SETTLEMENT ANALYSIS**

Land Size

Parent Tract: 32,005 sf  
Remainder Tract: 30,627 sf  
Parcel 1013: 1,378 sf  
Parcel 8013: 1,005 sf  
Parcel 7013: 4,413 sf

<b>COMPENSATION VALUES</b>			
	County's Initial Offers 10/5/2021	7-Eleven's Counter-Offers <sup>1</sup>	Final Settlement After Negotiations
Parcels 1013/8013/7013, Improvements Taken, and Cost to Cure	\$306,000	\$610,000 <sup>2</sup>	\$550,000
Business Damages	\$12,503 <sup>3</sup>	\$2,132,913 <sup>4</sup>	
Attorney's Fees		\$96,000	\$100,000
Experts' Fees and Costs		\$44,060	\$35,500
<b>Total</b>	<b>\$318,503</b>	<b>\$750,060</b>	<b>\$685,500</b>

<sup>1</sup> 7-Eleven did not make an initial counter-offer for the Parcels.

<sup>2</sup> 7-Eleven's combined counter-offer, including business damages after Parcel 7013 was reconfigured.

<sup>3</sup> County Business Damage Claim Counter-Offer after Parcel 7013 was reconfigured.

<sup>4</sup> 7-Eleven's Initial Business Damage Claim Offer before Parcel 7013 was reconfigured (not included in middle column total.)

**EXHIBIT "A"**

<b>POTENTIAL FEES &amp; COSTS SAVED BY SETTLEMENT</b>	
Owner – Appraiser Fees	\$20,000
– Engineer Fees	\$15,000
– Land Planner Fees	\$10,000
County – Appraiser Fees	\$15,000
– Engineer Fees	\$10,000
– Land Planner Fees	\$10,000
– Mediation Fees and Costs	\$6,400
<b>Total</b>	<b>\$86,400</b>

<b>RECOMMENDED SETTLEMENT</b>	
Compensation	\$550,000
Experts’ Fees & Costs	\$35,500
Attorney’s Fees	\$100,000
<b>Total</b>	<b>\$685,500</b>

The proposed right-of-way acquisition is for the improvement of the University Boulevard and Dean Road intersection, which involves the addition and extension of turn-lanes, milling and resurfacing of University Boulevard, sidewalks and drainage improvements. This improvement project is partially funded by the Federal Highway Administration through an agreement with the Florida Department of Transportation. The 7-Eleven property is located on the northeast corner of the intersection of University Boulevard and Dean Road. With respect to the 7-Eleven property, the Parent Tract consists of a convenience store with fuel pump island and canopy. Improvements within the proposed area taken are the following: a business sign; a stormwater retention pond; sod; landscaping; and irrigation.

There are no incurable damages. The proposed right-of-way acquisition and road widening project will eliminate the business sign and reduce the retention volume in the existing stormwater pond. The pond impacts are addressed as part of the proposed road project. The proposed cure includes resodding and landscaping the areas affected by the pond regrading and repair of on-site irrigation system. The business sign will be re-established as part of the Cost to Cure.



On October 5, 2021, Orange County made an initial offer of \$306,000 to the property owner. Notice to Business Owner was also sent on October 5, 2021. On or about March 30, 2022, the County received a business damage claim from Paul Bain, attorney for 7-Eleven, in the amount of \$2,132,913. Orange County revised Parcel 7013, the temporary construction easement, by eliminating the portion over the University Boulevard driveway. Orange County hired its own business damage expert, BakerTilly, who analyzed the claim, and determined that business damages ranged from \$5,001 to \$12,503. Orange County rejected 7-Eleven's \$2,132,913 business damage claim and made a counter-offer of \$12,503.

Orange County's appraiser updated his appraisal report on October 13, 2022, which showed the compensation for the proposed takings was \$369,100. An updated Order of Taking appraisal report, dated September 19, 2023, valued the proposed takings at \$465,500. On April 6, 2023, Orange County filed an eminent domain lawsuit. In August 2023, 7-Eleven offered to settle its claims for \$610,000, exclusive of attorney's fees and experts' fees and costs, subject to various terms and conditions. Orange County Public Works and Real Estate Management reviewed and revised the terms and conditions, and then the County made a counter-offer of \$500,000 on September 25, 2023.

The parties settled their differences, as follows:

1. Land value and business damages: \$550,000
2. Severance Damages: None.
3. Attorney's fees are governed by Chapter 73, Florida Statutes. They are generally determined based upon a percentage of the "betterment" (final compensation minus initial offer) achieved by the property owner's attorney. In this case, the \$100,000 for attorney's fees included a betterment amount, as well as an additional amount for non-monetary benefit attorney's fees. The overall attorney's fees are deemed to be reasonable.
4. Orange County, as condemnor, is required to pay all reasonable expert fees and costs of the eminent domain proceeding. In this case, total expert fees and costs of \$35,500 is reasonable.

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

CASE NO.: 2023-CA-011346-O  
DIVISION: 37

**ORANGE COUNTY, FLORIDA,**  
a political subdivision of the  
State of Florida,

Parcels: 1013/8013/7013

Petitioner,

v.

**7-ELEVEN, INC.**, a Texas corporation, formally known as The Southland Corporation; **BYBLOS ENTERPRISE, INC.**, a Florida corporation; **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, doing business as Duke Energy, formerly known as Duke Energy Florida, Inc., formerly known as Florida Power Corporation; **UNKNOWN TENANTS AND OTHER PARTIES IN POSSESSION; UNKNOWN PARTIES WITH INTEREST IN THE PROPERTY;** and **SCOTT RANDOLPH**, Orange County Tax Collector,

Respondents.

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**STIPULATED ORDER OF TAKING AND STIPULATED FINAL JUDGMENT**

THIS CAUSE having come before the Court on the Joint Motion for Entry of Stipulated Order of Taking and Stipulated Final Judgment by the Petitioner, ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, ("Petitioner" or sometimes the "County"), and Respondent, 7-ELEVEN, INC. ("Respondent"), and it appearing to the Court that the parties are authorized to enter into such Motion, including the Orange County Board of County Commissioners having authorized same, and the Court finding that the taking is

necessary for a public purpose, that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned, and that proper notice was given to all parties and to all persons having or claiming any equity, lien, title or other interest in Parcels 1013, 8013 and 7013, and the Court being otherwise fully advised in the premises, upon consideration, it is hereby,

ORDERED AND ADJUDGED as follows:

1. That the Court has jurisdiction of this action, of the subject matter and of the parties to this cause.

2. That the pleadings in this cause are sufficient and the Petitioner is properly exercising its delegated authority.

3. The taking of the property herein is necessary for the project which is necessary for a public purpose.

4. That the estimate of value in the Declaration of Taking filed in this cause by the Petitioner was made in good faith and based upon a valid appraisal.

5. That upon payment of the deposit of the money hereinafter specified into the Registry of this Court, the right, title or interest specified in the Petition as described herein shall vest in the Petitioner.

6. Respondent does have and recover of and from the Petitioner the total sum of **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00)** subject to any and all apportionment claims (but exclusive of Duke Energy's interest and claims, if any), and real property taxes due to the Tax Collector. The foregoing amount shall constitute payment in full for the property taken (designated as Parcels 1013, 8013 and 7013 herein) and for damages resulting to the remainder and for all other damages of any kind or nature including, but not limited to, for any improvements, severance damages, cures, business damages, if any, and except as otherwise expressly provided herein, attorney's fees of any kind or nature, including, but not limited to,

attorney's fees based upon any claim for non-monetary benefits. Respondent, and not Orange County, shall be solely responsible for any apportionment claims in this case; however, Orange County shall continue to be responsible for Duke Energy's interest and claims, if any, and associated attorney's fees and costs for apportionment, if any.

7. That the total sum of money set forth in paragraph 6 above shall in the amount of **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00)** be deposited into the Registry of the Court within twenty (20) days of the rendition of this Order, and shall be allocated by the County to each parcel as follows:

<u>PARCEL</u>	<u>AMOUNT</u>
1013	\$366,120.29
8013	\$43,213.22
7013	\$140,666.49
<b>TOTAL</b>	<b>\$550,000.00</b>

8. That the disbursement of the funds in the total amount of \$550,000 deposited into the Registry of the Court is subject to any apportionment claims by any other persons or entities claiming an apportionment (but exclusive of Duke Energy's interest and claims, if any), and may be subsequently determined by this Court at a hearing to be set upon proper motion by any such person or entity claiming an apportionment. Petitioner shall not be responsible for the separate payment of any such apportionment claims except for Duke Energy's interest and claims, if any, and associated attorney's fees and costs for apportionment, if any.

9. Respondent represents and warrants that pursuant to 7-Eleven, Inc. Individual Store Franchise Agreement, for Store #1506-17203A, franchisee and tenant, Respondent BYBLOS ENTERPRISE, INC., is not entitled to any of the condemnation award, including the compensation

for the parcels, expert fees or attorney's fees and costs set forth herein, and shall take nothing in this action.

10. Immediately after payment by Petitioner of the amount set forth in paragraph 6 into the Registry of the Court, the Respondent may file a proper motion to withdraw said monies, less the amount of real property taxes due to the Tax Collector as of the date of taking, and Petitioner has no objection to such motion.

11. That upon deposit of the monies set forth above, and without further notice or order of this Court, the Petitioner shall be entitled to possession of the property described in the Petition.

12. That legal title to the following described property, to-wit:

**SEE EXHIBIT "A"**

shall vest in Petitioner, ORANGE COUNTY, FLORIDA, upon deposit of the aforesaid sums into the Registry of the Court.

13. The Court awards Respondent the sum of **ONE HUNDRED THOUSAND TWENTY AND NO/100 DOLLARS (\$100,000.00)** in full and complete satisfaction of all attorneys' fees in this case, pursuant to Section 73.092, Florida Statutes, including, but not limited to, for "betterment fees" and for settlement of Respondent's disputed claim for non-monetary benefits under Section 73.092(1), Florida Statutes.

14. The Court awards Respondent the sum of **THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$35,500.00)** in full and complete satisfaction of all of Respondent's expert fees and costs, pursuant to Section 73.091, Florida Statutes, including, but not limited to, for Mazzillo and Associates, Inc., Morgenstern Phifer & Messina, P.A., and Tropical Valuation Advisory.

15. Within thirty (30) days from the rendition of this Stipulated Order of Taking and Stipulated Final Judgment, the Petitioner shall pay to the Trust Account of Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A., 101 E. Kennedy Boulevard, Suite 2700, Tampa, Florida 33602, as attorneys for Respondent, the sum of **ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$135,500.00)** that amount representing the total of attorneys' fees, pursuant to paragraph 13 above, and experts' fees and costs, pursuant to paragraph 14 above.

16. Subject to any inconsistent terms in paragraph 17 below, that this Stipulated Order of Taking and Stipulated Final Judgment is based on Petitioner's commitments that it intends to construct the project as shown in the construction plans which have been or will be filed by Petitioner in this action. In the event Petitioner fails to construct the project substantially in conformance with these construction plans, Respondent retains all rights and remedies pursuant to *Central and Southern Florida Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974) cert. denied 310 So. 2d 745 (Fla. 1975). By agreement of the parties there is no basis for the award of attorney's fees to Respondent based upon non-monetary benefits arising out of Petitioner's commitments in this paragraph.

17. The parties agree on the following terms and conditions, subject to contractor "means and methods" to the extent different than the construction plans:

- a. The County shall regrade the on-site pond area to restore the existing retention volume;
- b. The County's proposed taking of Parcels 7013 and 8013 shall expressly allow continued use for on-site drainage retention at all times;
- c. The property's existing Dean Road driveway is outside the boundaries of the County's construction and shall not be altered;

- d. The County shall construct its project in substantial conformity to the plans which have been or will be filed in this action, such plans include General Note number 33 that the “contractor is to maintain uninterrupted access to all driveways and side streets at all times and is to notify property owners five days prior to started construction.” This means that at times half of the driveway may be closed, but the other half will remain open to allow uninterrupted access;
- e. The County shall reconstruct the University Boulevard driveway to 35.8 feet wide with radial returns and a 2.7% slope and 7-Eleven shall provide a Right of Entry Agreement with agreed upon terms at no charge to the County;
- f. The County shall limit its construction of the University Boulevard driveway to 21 calendar days. The 21 calendar days shall start when the contractor begins demolition of the existing driveway;
- g. 7-Eleven may reestablish its business identification sign with a business sign of the same height and facing as currently exists, but with the addition of an electronic price display. Other than the sign location and design to accommodate the pond grading as shown in the Construction Plans, the County does not object or dictate sign location on the remainder property. The sign may be located within Parcel 7013 and/or Parcel 8013 either after pond re-grading activities or after demonstration to County reviewers, that the proposed sign will not interfere with the construction / maintenance of the roadway facility. Notwithstanding the foregoing, the sign location and design is subject to the normal permitting process.

18. That any party subject to the public disclosure requirements of Section 286.23, Florida Statutes, is notified that it is required to make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury. Such person or entity making the disclosure shall state his name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. The written disclosure shall be made to Orange County Attorney’s Office, 201 S. Rosalind Avenue, Third Floor, P.O. Box 1393, Orlando, FL 32802-1393, Attention: Scott McHenry, Assistant County Attorney.

19. Counsel for Petitioner shall serve a copy of this Order via U.S. Mail to all parties not receiving service of court filings through the Florida Courts e-Filing Portal and must file a Certificate of Service within three (3) days from the date of this Order.

20. That this Court shall retain jurisdiction for the purpose of enforcing the terms and provisions of this Stipulated Order of Taking and Stipulated Final Judgment, including for adjudication of apportionment claims, if any.

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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**Jeffrey L. Ashton**  
Circuit Judge



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing Stipulated Order of Taking and Stipulated Final Judgment was filed with the Clerk of the Court this \_\_\_\_ day of \_\_\_\_\_, 2023, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/ interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System.

\_\_\_\_\_  
Judicial Assistant

**SERVICE/MAILING LIST**

**Scott R. McHenry, Assistant County Attorney**, 201 S. Rosalind Avenue, Third Floor, Orlando, Florida 32801, [scott.mchenry@ocfl.net](mailto:scott.mchenry@ocfl.net); [brittney.rachel@ocfl.net](mailto:brittney.rachel@ocfl.net); [gail.stanford@ocfl.net](mailto:gail.stanford@ocfl.net)  
*Counsel for Petitioner, Orange County, Florida*

**Paul D. Bain, Esq.**, Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A., 101 E. Kennedy Blvd., Suite 2700, Tampa, Florida 33602, [pbain@trenam.com](mailto:pbain@trenam.com); [sgreene@trenam.com](mailto:sgreene@trenam.com) *Counsel for Respondent 7-Eleven, Inc.*

**Manny R. Vilaret, Esq.**, Vilaret Law, PLLC, 10901 Danka Circle, Suite C, St. Petersburg, Florida 33716, [manny.vilaret@cohlaw.com](mailto:manny.vilaret@cohlaw.com); [michele.schibler@cohlaw.com](mailto:michele.schibler@cohlaw.com), *Counsel for Respondent, Duke Energy Florida, LLC*

**Byblos Enterprise, Inc.**, c/o Wajdi D. Awar, 119 Nandina Terrace, Winter Springs, Florida 32708

**Scott Randolph**, Orange County Tax Collector, 200 South Orange Avenue, Suite 1600, Orlando, Florida 32801

<b>SCHEDULE "A"</b>		
<b>DESCRIPTION PARCEL 1013 :</b>		
<p>A portion of lands described in Official Records Book 2511, Page 408, Public Records of Orange County, Florida, being more particularly described as follows:</p> <p>Begin of the Southwest corner of Lot 1, Taco Bell according to the plat thereof recorded in Plat Book 24, Page 40, Public Records of Orange County, Florida, said point being on the North right of way line of University Boulevard per Official Records Book 4072, Page 872, Public Records of Orange County, Florida; thence South 89°42'48" West, a distance of 155.46 feet along said North right of way line to a point on the East right of way line of Dean Road per Orange County Engineering Department right of way map for Dean Road dated November 1988; thence along said East right of way line the following two (2) courses and distances : North 43°24'11" West, a distance of 22.03 feet; thence North 02°03'32" West, a distance of 18.93 feet; thence departing said East right of way line South 39°15'46" East, a distance of 36.02 feet to a point on a line that is 7.00 feet North of and parallel with said North right of way line; thence North 89°42'48" East, a distance of 148.23 feet along said parallel line to a point on the East line of lands described in Official Records Book 2511, Page 408, Public Records of Orange County, Florida; thence South 02°04'10" East, a distance of 7.00 feet along the East line of said lands to the POINT OF BEGINNING.</p> <p>Containing 1,378 square feet, more or less.</p>		
<b>SURVEYOR'S REPORT:</b>		
<ol style="list-style-type: none"> <li>1. Bearings shown hereon are based on the North right of way line of University Boulevard as described in Official Records Book 3821, Page 2028, Public Records of Orange County, Florida being South 89°42'48" West, assumed.</li> <li>2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.</li> <li>3. I have reviewed First American Title Insurance Company (FATIC) Title Search Report number 2037-4232532/18.00162 all recorded survey related encumbrances have been shown or noted on the survey.</li> </ol>		
<b>NOT VALID WITHOUT SHEETS 1-2</b>		
<b>DESCRIPTION</b>	Date: 02/13/2020 KR	Certification Number 182108 62756008
FOR <b>PEGASUS ENGINEERING, LLC.</b>	Job Number: 62756 Scale: 1" = 40'	
REVISED 10/22/2020	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>  SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

*RH 5/20/2021*

EXHIBIT A  
1 of 9

SKETCH OF DESCRIPTION  
 PARCEL 1013  
 PURPOSE : RIGHT OF WAY

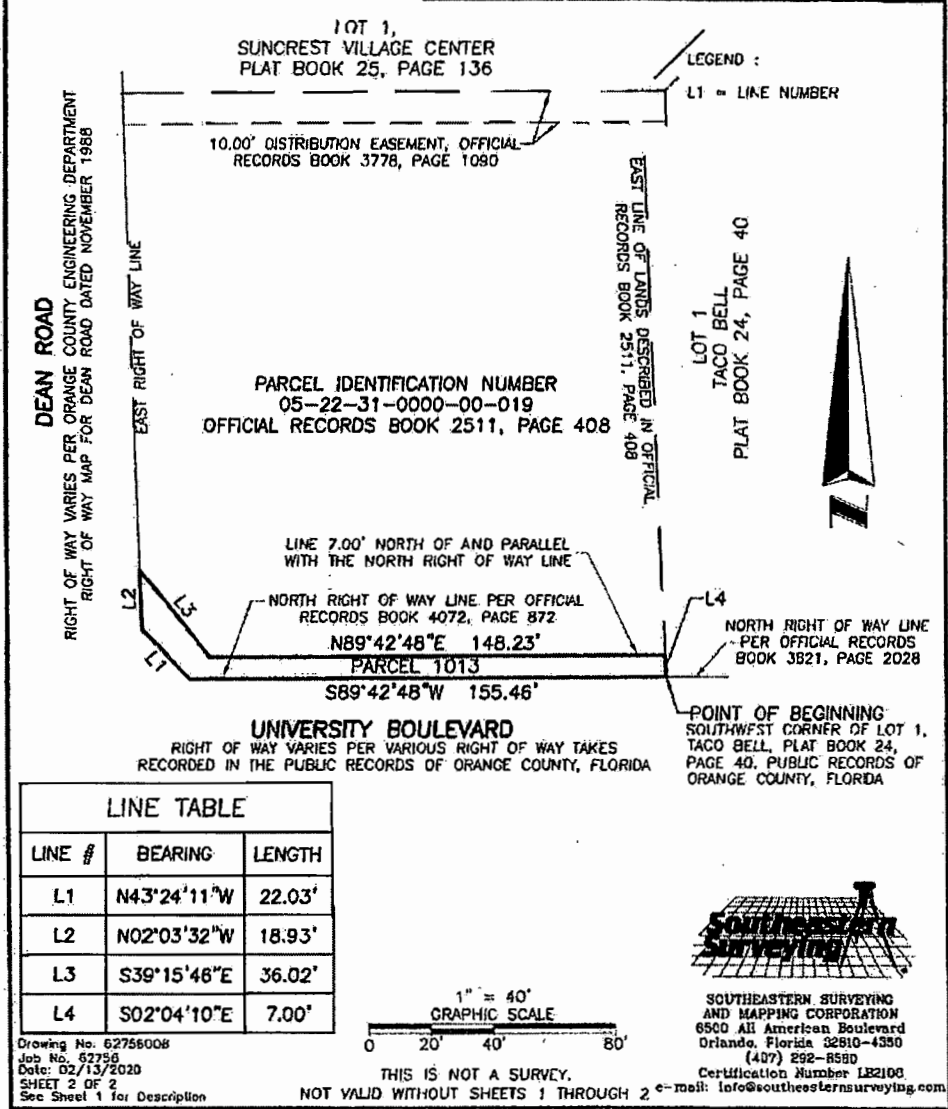


EXHIBIT A  
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**SCHEDULE "B"**

**2722 UNIVERSITY BLVD AND DEAN RD INTERSECTION PARCEL 1013**

**FEE SIMPLE**

**Parcel 1013: the interest being acquired is fee simple.**

1/21/2021

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**EXHIBIT A**  
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SCHEDULE "A"

DESCRIPTION PARCEL 8013 :


A portion of lands described in Official Records Book 2511, Page 408, Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 1, Taco Bell according to the plat thereof recorded in Plat Book 24, Page 40, Public Records of Orange County, Florida, said point being on the North right of way line of University Boulevard per Official Records Book 4072, Page 872, Public Records of Orange County, Florida said point also being on the East line of lands described Official Records Book 2511, Page 408, Public Records of Orange County, Florida; thence North 02°04'10" West, a distance of 7.00 feet along the East line of said lands to a point on a line that is 7.00 feet North of and parallel with said North right of way line; thence South 89°42'48" West, a distance of 51.82 feet along said parallel line to the POINT OF BEGINNING; thence continue South 89°42'48" West, a distance of 96.41 feet along said parallel line; thence departing said parallel line North 39°15'46" West, a distance of 12.86 feet to a point on a line that is 17.00 feet North of and parallel with said North right of way line; thence North 89°42'48" East, a distance of 104.50 feet along said parallel line; thence departing said parallel line South 00°17'12" East, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 1,005 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of University Boulevard as described in Official Records Book 3821, Page 2028, Public Records of Orange County, Florida being South 89°42'48" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.
3. I have reviewed First American Title Insurance Company (FATC) Title Search Report number 2037-4232488/18.00162 all recorded survey related encumbrances have been shown or noted on the survey.

<b>DESCRIPTION</b>	Date: 02/13/2020 KR	Certification Number LB2108 62759009
	Job Number: 62756 Scale: 1" = 40'	 <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 4500 Hill American Boulevard Orlando, Florida 32710-4500 314.477.2602-4600 Email: info@semsurveying.com</p> <p>RYAN E. JOHNSON, P.S.M. Registered Land Surveyor Number 7190</p>
FOR PEGASUS ENGINEERING, LLC.	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>	
REVISED 10/22/2020	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

*RK 5/04/2021*

EXHIBIT A  
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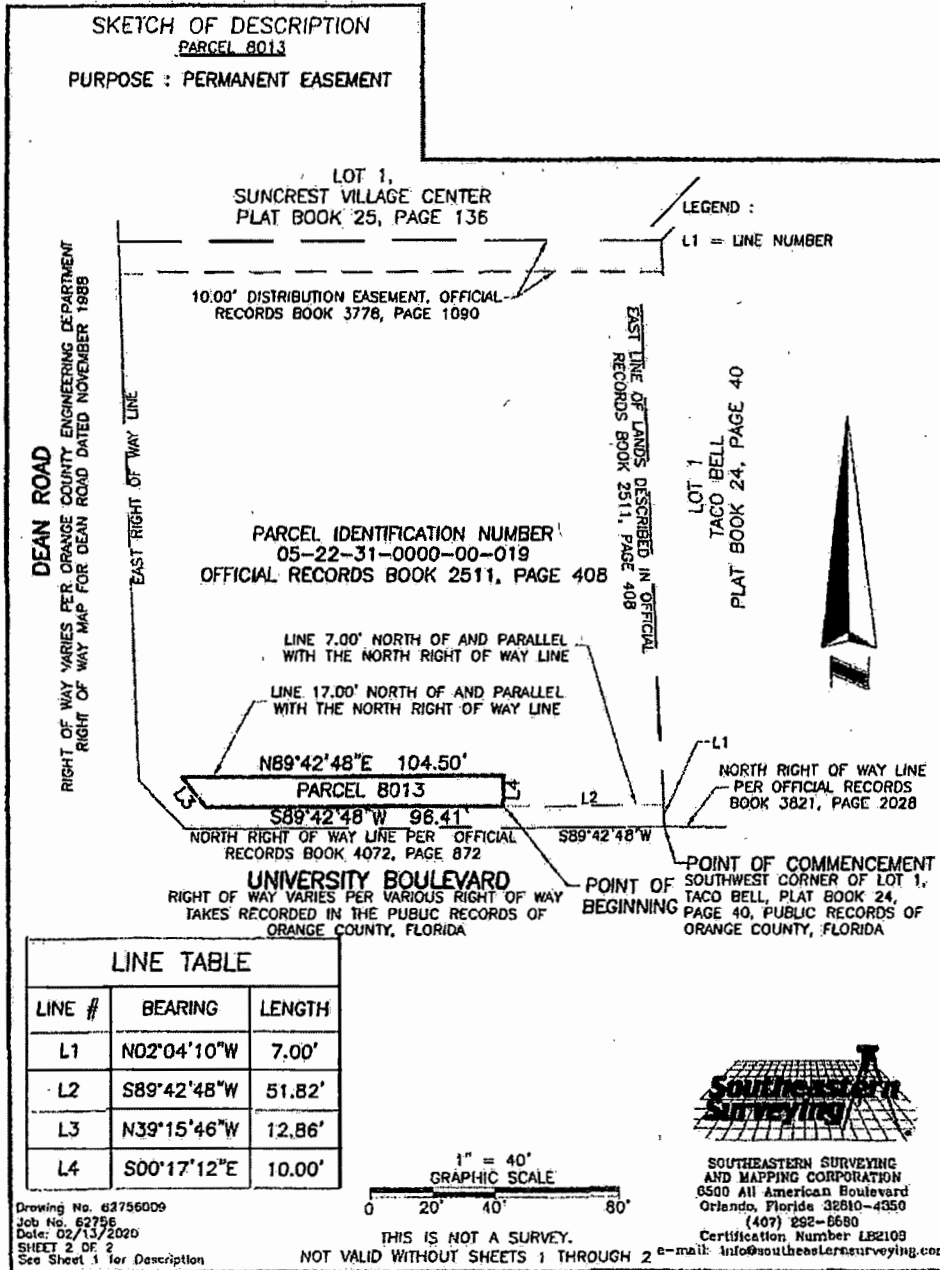


EXHIBIT A  
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**SCHEDULE "B"**

**2722 UNIVERSITY BLVD AND DEAN RD INTERSECTION PARCEL 8013**

**SLOPE AND FILL EASEMENT**

Parcel 8013 is being acquired as a permanent non-exclusive easement for the purpose of insuring the structural integrity of the roadway facility adjacent to the granted easement. This easement is to allow the GRANTEE to maintain the elevation of the roadway facility, to GRANTEE'S specifications, with full authority to enter upon, clear, grade, excavate and add or remove fill material to the following lands as described in Schedule "A".

THE GRANTORS and their heirs, successors and assigns shall not build, construct, or create, or permit others to build, construct, or create any building, utilities or other structures that could adversely affect the structural integrity of the adjacent roadway facility on the granted easement without the prior written approval of the GRANTEE.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, project development, driveways, access, open space, setback area and any activity that will not adversely affect the structural integrity of the adjacent roadway facility.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

08/28/07  
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B Slope & Fill.doc

**EXHIBIT A**  
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SCHEDULE "A"

DESCRIPTION PARCEL 7013 :

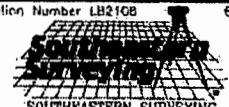
A portion of lands described in Official Records Book 2511, Page 408, Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 1, Taco Bell according to the plot thereof recorded in Plat Book 24, Page 40, Public Records of Orange County, Florida, said point being on the North right of way line of University Boulevard per Official Records Book 3821, Page 2028, Public Records of Orange County, Florida said point also being on the East line of lands described Official Records Book 2511, Page 408, Public Records of Orange County, Florida; thence North 02°04'10" West, a distance of 7.00 feet along the East line of said lands to a point on a line that is 7.00 feet North of and parallel with said North right of way line; thence South 89°42'48" West, a distance of 51.82 feet along said parallel line to the POINT OF BEGINNING; thence continue South 89°42'48" West, a distance of 96.41 feet along said parallel line; thence North 39°15'46" West, a distance of 36.02 feet to the East right of way line Dean Road per Orange County Engineering Department right of way map for Dean Road dated November 1988; thence North 02°03'32" West, a distance of 38.73 feet along said right of way line; thence departing said right of way line North 87°56'28" East, a distance of 12.89 feet; thence South 48°18'42" East, a distance of 37.61 feet; thence South 74°21'03" East, a distance of 75.60 feet; thence South 31°15'19" East, a distance of 13.06 feet; thence South 00°17'12" East, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 4413 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of University Boulevard as described in Official Records Book 3821, Page 2028, Public Records of Orange County, Florida being South 89°42'48" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.
3. I have reviewed First American Title Insurance Company (FATIC) Title Search Report number 2037-4232488/18.00162 all recorded survey related encumbrances have been shown or noted on the survey. **NOT VALID WITHOUT SHEETS 1-2**

<b>DESCRIPTION</b>	Date: 02/13/2020 KR		Certification Number LB210B 62756010
	FOR PEGASUS ENGINEERING, LLC.	Job Number: 62756	Scale: 1" = 40'
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6200 All American Boulevard Orlando, Florida 32810-4350 (407) 292-2550 e-mail: info@southesternsurveying.com  RYAN E. JOHNSON PSM Registered Land Surveyor Number 7130
REVISED 05/17/2022	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		



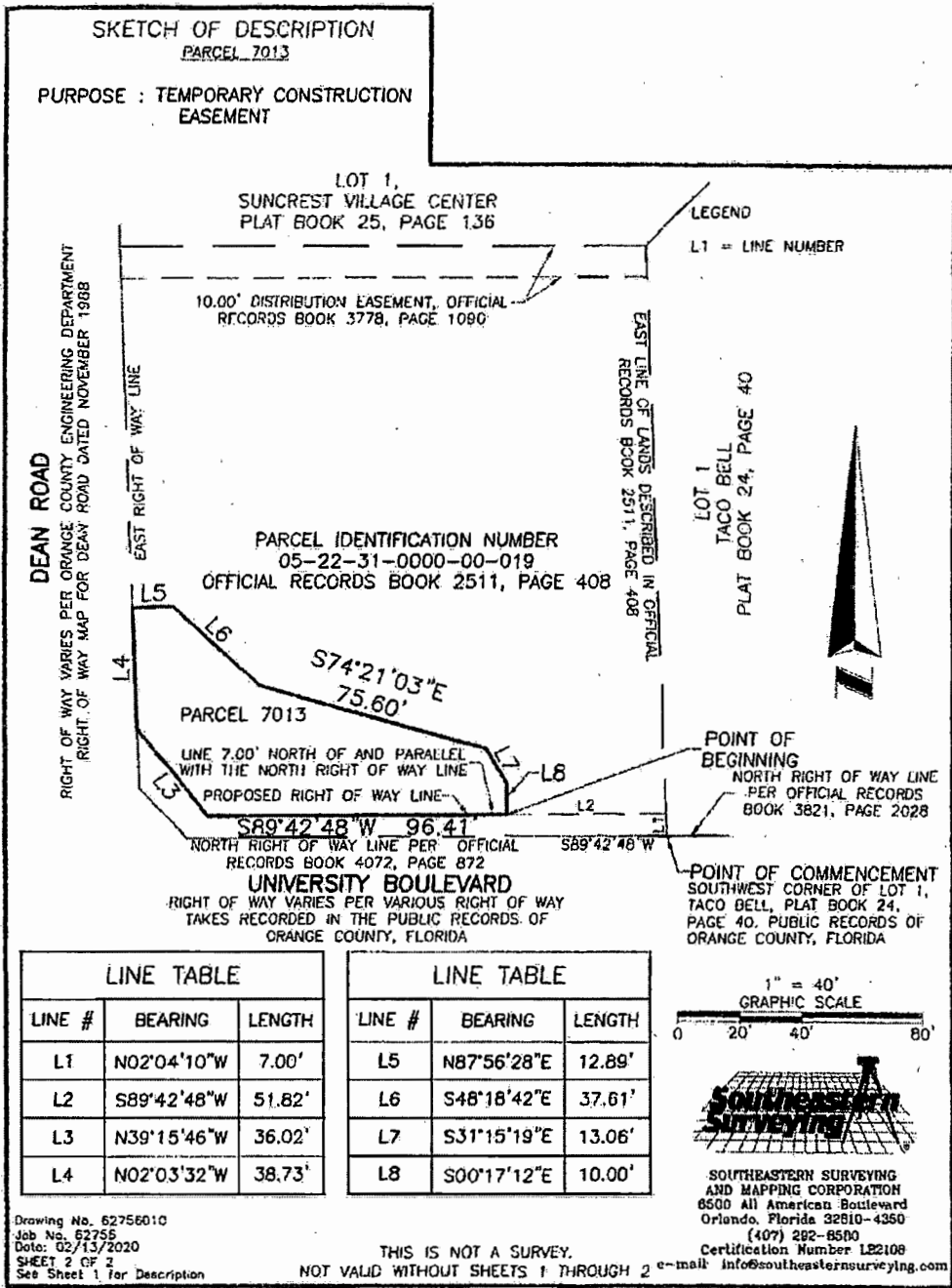


EXHIBIT A  
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**SCHEDULE "B"**

**2722 UNIVERSITY BLVD AND DEAN RD INTERSECTION PARCEL 7013**

**TEMPORARY CONSTRUCTION EASEMENT**

Parcel 7013 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of re-grading the existing dry pond. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Schedule "A" or after seven (7) years, whichever occurs first.

7/25/2022

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**EXHIBIT A**

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