



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-1524, **Version:** 1

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### Interoffice Memorandum

**DATE:** November 12, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Jeffrey J. Newton, County Attorney

**FROM:** Debra Natcher, Senior Assistant County Attorney

**CONTACT:** Debra Natcher, Senior Assistant County Attorney

**PHONE:** 407-836-7357

**DIVISION:** County Attorney

**ACTION REQUESTED:**

Approval and execution of Settlement Agreement in the case of *Richard Grace v. Orange County*, Case No. 2021-CA-009019-O, pursuant to the terms of the Settlement Agreement.

**PROJECT:** N/A

**PURPOSE:** This Consent Agenda item requests settlement authorization by the Board for the inverse condemnation case of *Richard Grace v. Orange County*.

A confidential memorandum and Settlement Agreement has been provided to the Board under a separate cover memorandum.

**BUDGET:** N/A



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

MAR 9 2025 9:38

RCUD

MEMORANDUM

25-1524

*Deputy County Attorney*  
Georgiana Holmes

TO: Mayor Jerry L. Demings  
and  
County Commissioners

*Senior Assistant County Attorneys*  
Debra Babb-Nutcher  
Whitney E. Evers

FROM: Jeffrey J. Newton, County Attorney  
Debra Nutcher, Senior Assistant County Attorney  
Contact: 407-836-7357

*Assistant County Attorneys*

DATE: November 12, 2025

Lee Bernbaum  
Joy Carmichael  
Tatiana Cordner  
James Harwood  
James Hetz  
Andrew W. Mal  
Sawsan Mohiuddin  
Desmond Morrell  
Matthew Pritchett  
Dylan Schott  
Scott Shevenell  
Kristin Suarez  
Heather Wallace  
Shonda White

SUBJECT: **Consent Agenda Item for December 2, 2025**  
Inverse Condemnation Settlement Authorization  
Richard Grace v. Orange County  
Case No.: 2021-CA-009019-O

This Consent Agenda item requests settlement authorization by the Board of County Commissioners for the inverse condemnation case of *Richard Grace v. Orange County*.

A confidential memorandum, and Settlement Agreement has been provided to the Board under a separate cover memorandum.

**ACTION REQUESTED: Approval and execution of the settlement in the case of *Richard Grace v. Orange County*, Case No. 2021-CA-009019-O, pursuant to the terms of the attached Settlement Agreement.**

*Legal Administrative Supervisor*  
Dan Randolph

*Senior Paralegal*  
Melessia Lofgren

*Paralegals*  
Rosemarie Guevara  
Ronshanda Stewart  
Maria Vargas

Copy: Byron W. Brooks, AICP, County Administrator  
Eduardo Avellaneda, Manager, Roads and Drainage Division  
George Shupp, Project Manager, Public Works  
Luciana Mino, Assistant Manager, Real Estate Management Division  
Anmber, Ayub, Assistant Manager, Real Estate Management Division

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by and between Orange County, Florida, a political subdivision of the State of Florida, by and through the Board of County Commissioners (“County”), and Richard Grace, a single man, (“Grace”) with respect to the property commonly known as 5517 Rocking Horse Road, Orlando, Florida 32817 (“Property”).

WHEREAS, on January 4, 2022, Grace filed a lawsuit against Orange County, CASE NO. 2021-CA-009019-O, arising out of an alleged permanent or temporary taking of the Property due to continuous and periodic flooding caused by Orange County’s actions or inactions (“Lawsuit”);

WHEREAS, the parties desire to resolve this dispute; and,

WHEREAS, the resolution of this dispute shall consist of payment of funds from County to Grace, closure of existing pipe across Rocking Horse Road, and installation of new pipe to the south across Rocking Horse Road, in exchange from Grace of a flowage easement conveyance to the County to allow for the drainage west of Rocking Horse road to flow onto the flowage easement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions herein, the parties agree as follows:

- 1) Recitals. The recitals above are true and correct and incorporated herein.
- 2) Effective Date. This Settlement Agreement shall take effect upon the date of execution by the parties last signature. This Settlement Agreement shall be executed in 3 originals, two for Grace.

3) In exchange for the considerations listed in paragraph (4), below, County agrees to the following:

a. Within 120 days from the date of this Agreement, County shall:

i. move or permanently plug/close the existing drainage pipe which crosses Rocking Horse Road in a diagonal direction across the pavement/right of way of Rocking Horse Road ("RHR") along frontage of the Grace Property;

ii. extend the existing drainage ditch on the west side of the pavement of RHR to the south by 30+/- feet to a point roughly equal to the south property line of the Property as if it extended to the west side of RHR; and,

iii. install a new 18" diameter equalization drainage pipe under and across RHR at a point fifteen (15) feet north of and parallel to the south line of the Property to connect the extended ditch on the west side of RHR pavement to the flowage easement referenced in paragraph (4), below, which County may proceed to install the pipe up to 5 feet extending beyond the east and west side of the edge of pavement of RHR; and,

b. Within thirty (30) days from the date of this Agreement and with the exchange of the executed and delivered Flowage Easement, Orange County to Grace shall pay the sum of Two Hundred and Twenty Nine Thousand and No Cents (\$229,000.00), for all damages, attorney fees, expert fees, and costs claimed by, caused to, or incurred by Grace arising out of or related to the Lawsuit, by issuing and delivering to a check made payable to Callan Law Firm, P.A. IOTA Trust Account. County shall promptly record the easement.

4) In exchange for the considerations from County in paragraph (3), above, Grace shall:

a. grant, convey and deliver to County a flowage easement with marketable title, free

and clear of all liens and encumbrances, in the form, legal description, and location as set forth in **Exhibit A** (“Flowage Easement”);

b. Grace, or any future property owners, shall not construct any structures or improvements within the area of the Flowage Easement. However, Grace may construct a stockade, wire, or chain-link fence within or across the easement area; and

c. Upon receipt of the funds in paragraph 3(b) and exchange of the Flowage Easement in paragraph 4(a), within 10 business days thereof, Grace agrees to file a Stipulated Final Judgment in the Lawsuit in the form attached hereto as **Exhibit B**, subject to right to enforce the terms and conditions of this Settlement Agreement which survive closing.

5) **Release.** As additional consideration for the timely completion of the considerations listed in paragraph (3), above, Grace, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby release and forever discharge Orange County, including its departments, divisions, officers, directors, agents, and employees, in both their official and individual capacities, from any and all claims, demands, damages, actions, or causes of action, whether at law or in equity, arising out of or related to the Lawsuit, including but not limited to claims for damages, restitution, contracts, or any other matters arising from the events described in the Lawsuit. It is the intent of the parties that all such claims are forever waived and discharged, and that neither Grace nor anyone claiming by, through, or under Grace may assert any claim against Orange County based on these matters, upon completion of the obligations contained in this Agreement.

6) Nothing in this Settlement Agreement or the Flowage Easement shall be construed to create any rights in, or grant right of possession, use or easement to, any person or the general public to access across or occupy the Flowage Easement for any purpose. It is the intent of the

Flowage Easement as a passive area for the conveyance of drainage.

7) Further, this Settlement Agreement is not an admission of liability on the part of Orange County or upon Grace but is in compromise and settlement of disputed claims only.

8) Entire Agreement. This Settlement Agreement is the entire agreement between Grace and Orange County. All prior conversations, meetings, discussions, drafts and writings of any kind are specifically superseded by this Settlement Agreement.

9) Modifications. This Settlement Agreement shall not be modified or amended except by mutual written consent of all parties.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed on the date(s) indicated below.

Approved and Accepted By:

Richard Grace

*Richard Grace*

Date: 7/29/25, 2025

State of Florida )  
County of Orange )

Affirmed and subscribed before me this 29 day of July, 2025, by Richard Grace, who is personally known to me or provided me his Type of Identification



THOMAS P. CALLAN  
Notary Public  
State of Florida  
Comm# HH476924  
Expires 1/2/2028

*Thomas P. Callan*

Signature of Notary Public

Name of Notary:

Print, Type, or Stamp Commissioned Name of Notary Public

APPROVED BY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry Demings*  
for Jerry Demings, County Mayor

Date: December 2, 2025

ATTEST: Phil Diamond, Orange County Comptroller,  
as Clerk of the Board of County Commissioners

By: *Jennifer Jan-Kinety*  
Deputy Clerk

Date: December 2, 2025

SCHEDULE "A"

Flowage Easement

**DESCRIPTION:**

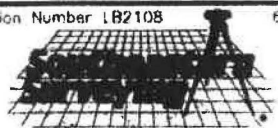
A portion of Southwest quarter of Section 4, Township 22 South, Range 31 East of Orange County, Florida, being more particularly described as follows:

Commence at West quarter corner of Section 4, Township 22 South, Range 31 East, Orange County Florida; thence South 03°34'32" West, a distance of 675.21 feet along the West line of Southwest quarter of said Section 4; thence departing said West line North 89°42'57" East, a distance of 30.07 feet to the Southwest corner of lands described in Official Records Book 2877, Page 1515 of the Public Records of Orange County, Florida for a POINT OF BEGINNING; thence North 03°34'32" East, a distance of 25.06 feet along the West line of said lands; thence North 89°42'57" East, a distance of 287.50 feet to the East line of said lands; thence South 03°18'45" West, a distance of 25.05 feet along the East line of said lands to the South line of said lands; thence South 89°42'57" West, a distance of 287.61 feet along the South line of said lands to the POINT OF BEGINNING.

Containing 7189 square feet, more or less.

**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on West line of the Southwest 1/4 of Section 4, Township 22 South, Range 31 East being South 03°34'32" West.
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.

<b>Sketch &amp; Description</b>	Date: June 3, 2019 WMS	Certification Number 1B2108 62336004
	FOR CDM Smith Inc.	 <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4850 (407) 293-8580 e-mail: info@southeasternsurveying.com</p>
	Job Number: 62336 Scale: 1" = 100'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>	
REVISED: 05/25/2021	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	RYAN E. JOHNSON, P.S. Registered Land Surveyor Number 7130

**EXHIBIT**  
A



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
DEC 02 2025

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

Anmber Ayub, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Property Appraiser's Parcel Identification Number:**  
a portion of 04-22-31-0000-00-054

**Project:** Rocking Horse Road

*This document has been executed and delivered under threat of condemnation. Therefore, this document is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).*

**FLOWAGE EASEMENT**

**THIS INDENTURE**, made as of the date signed below, between Richard Grace, an unmarried widower, whose mailing address is 5517 Rocking Horse Road, Orlando, Florida 32817 ("**Grantor**"), and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 ("**Grantee**").

**WITNESSETH**, that said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by thee presents does grant, bargain, sell and transfer unto Grantee, a permanent, non-exclusive flowage easement for stormwater from an 18 inch pipe of Orange County located on the East edge of Rocking Horse Road 15 feet North of the southern boundary of Grantor's property within the right of way of Rocking Horse Road, across the following described property situate in Orange County, Florida, and more particularly described in Schedule A attached hereto and incorporated herein by this reference.

This is a nonexclusive easement with the Grantor reserving unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

Project: Rocking Horse Road

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1  
[Signature]  
Signature  
Ava Ortiz  
Print Name

[Signature] X  
Richard Grace  
1/28/26

Mailing Address: 1804 Warringwood Dr.  
City: Orlando State: FL  
Zip Code: 32839

WITNESS #2  
[Signature]  
Signature  
Thomas P. Callan  
Print Name

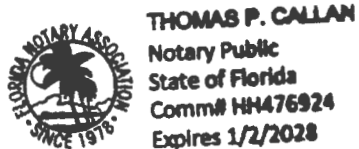
Mailing Address: 921 Bradshaw  
City: Orlando State: FL  
Zip Code: 32806

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 28 day of January, 2026, by Richard Grace. The individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Stamp)

[Signature]  
Notary Signature  
Print Notary Name  
Notary Public of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Project: Rocking Horse Road

Schedule A

SCHEDULE "A"  
PARCEL 801  
FLOWAGE EASEMENT

**DESCRIPTION:**



A portion of Southwest quarter of Section 4, Township 22 South, Range 31 East of Orange County, Florida, being more particularly described as follows:

Commence at West quarter corner of Section 4, Township 22 South, Range 31 East, Orange County Florida; thence South 03°34'32" West, a distance of 675.21 feet along the West line of Southwest quarter of said Section 4; thence departing said West line North 89°42'57" East, a distance of 30.07 feet to the Southwest corner of lands described in Official Records Book 2877, Page 1515 of the Public Records of Orange County, Florida for a POINT OF BEGINNING; thence North 03°34'32" East, a distance of 25.06 feet along the West line of said lands; thence North 89°42'57" East, a distance of 287.50 feet to the East line of said lands; thence South 03°18'45" West, a distance of 25.05 feet along the East line of said lands to the South line of said lands; thence South 89°42'57" West, a distance of 287.61 feet along the South line of said lands to the POINT OF BEGINNING.

Containing 7,189 square feet, more or less.

**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on West line of the Southwest 1/4 of Section 4, Township 22 South, Range 31 East being South 03°34'32" West.
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.

<b>Sketch &amp; Description</b>	Date: June 3, 2019 WMS	Certification Number LB2108 62336004
	FOR CDM Smith Inc.	Job Number: 62336 Scale: 1" = 100'
 Digitally signed by Edwin Munoz Jr. Date: 2025.04.07 15:16:36-0400	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 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 882-8580 e-mail: info@southeasternsurveying.com
	REVISED: 04/07/2025	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH



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

RICHARD GRACE and PAULA  
GRACE,

CASE NO. 2021-CA-009019-O  
Division: 2

Plaintiffs,

vs.

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

Defendant.

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**STIPULATED FINAL JUDGMENT**

COMES NOW Plaintiffs, RICHARD GRACE and PAULA GRACE, by and through the undersigned counsel, pursuant to Florida Rules of Civil Procedure 1.060, here files a Stipulated Final Judgment of the above-styled cause with prejudice as to Defendant.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the Clerk of Court and all parties via the Florida Courts E-Filing Portal on this \_\_\_\_ day of July 2025.

CALLAN LAW FIRM, P.A.

By:

\_\_\_\_\_  
Thomas P. Callan, Esquire  
Florida Bar No. 729050  
921 Bradshaw Terrace  
Orlando, Florida 32806  
Telephone: (407) 426-9141  
tcallan@callanlaw.com  
adm@callanlaw.com  
Attorney for Plaintiffs