

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL
CIRCUIT IN AND FOR MARION COUNTY, FLORIDA

MARION COUNTY, a political Subdivision
of the State of Florida,

CASE NO: 2026-CA-397

PARCEL NOS: 16 and 17

Petitioner,

v.

FORESTAR USA REAL ESTATE GROUP, INC.,
A Delaware corporation, et al,

Defendants.

/

STIPULATED ORDER OF TAKING and FINAL JUDGMENT
AS TO PROJECT PARCELS 16 and 17
(with Disbursement Instructions to the Clerk)

THIS CAUSE came on for consideration by the Court upon a stipulated agreement for Order of Taking and Final Judgment between the Petitioner, MARION COUNTY, FLORIDA, and Defendants, WILLIAM ANDREW CARRIGAN, JR. and JEANNE MARIE REYNOLDS CARRIGAN, and GEORGE ALBRIGHT as MARION COUNTY TAX COLLECTOR; (the "Parties"); it appearing to the Court that the Parties were authorized to enter into such agreement; the court finding that the taking is necessary for a public purpose, and it appearing that proper notice was first given to Defendants, and to all persons having or claiming any equity, lien, title or other interest in or to the real property made subject to this suit, "Subject Property," as more fully described in Paragraphs 3 and 4 and in the attached **Exhibits "A" and "B"**; and the Court finding that the compensation to be paid by the Petitioner is full, just, and reasonable for all Parties concerned; the Court being fully advised in the premises; and the Court finding that all parties have consented to the terms of this **Stipulated Order of Taking and Final Judgment**, it is therefore,

ORDERED AND ADJUDGED:

1. That the Court has jurisdiction of this action, of the Subject Property and of the parties in this cause pursuant to Chapters 73 and 74 of the Florida Statutes.
2. That WILLIAM ANDREW CARRIGAN, JR. and JEANNE MARIE REYNOLDS CARRIGAN are the fee simple owners of the Subject Property and that the pleadings in this cause are sufficient as to the Subject Property and that Petitioner is properly exercising its delegated authority, and that the condemnation of the Subject Property is for a valid public purpose and necessary for that purpose.
3. That the property interests and legal description of the real property being acquired as Project Parcel 16 are described in the attached “Exhibit A” and include a **Fee Simple Right of Way** depicted/labeled on the parcel sketch as “(DROW) – Drainage Right of Way” and a **Temporary Construction Easement** as depicted/labeled on the parcel sketch as “(TCE) – Temporary Construction Easement”. The terms of the Temporary Construction Easement for Project Parcel 16 are also attached as part of “Exhibit A”.
4. That the property interests and legal description of the real property being acquired as Project Parcel 17 are described in the attached “Exhibit B” and include a **Fee Simple Right of Way** depicted/labeled on the parcel sketch as “(R/W) – Right of Way Taking” and a **Temporary Construction Easement** as depicted/labeled on the parcel sketch as “(TCE) – Temporary Construction Easement”. The terms of the Temporary Construction Easement for Project Parcel 17 are also attached as part of “Exhibit B”.
5. Pursuant to a Joint Motion for Entry of Stipulated Order of Taking and Final Judgment entered into by the Parties, Defendants shall have and recover from Petitioner the sum of SIX

HUNDRED TWENTY-SIX THOUSAND, TWO HUNDRED FORTY-SEVEN AND NO/100 (\$626,247.00) in full payment of any and all claims of any nature arising as a result of Petitioner's taking of the subject property, including, without limitation, compensation for land value, improvements, severance damages if any, attorney fees and costs, fees for non-monetary compensation (if any), and expert fees and costs broken out as follows:

- a) FOUR HUNDRED EIGHTY-EIGHT THOUSAND, SIX HUNDRED AND NO/100 DOLLARS (\$488,600.00) less pro-rated real property taxes to Defendants, WILLIAM ANDREW CARRIGAN, JR. and JEANNE MARIE REYNOLDS CARRIGAN for land value, improvements, damages, moving/ relocation expenses, and all other claims, excluding attorneys' fees and costs;
 - b) NINETY-FIVE THOUSAND, EIGHT HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$95,875.00) as reimbursement for reasonable attorney's fees for the benefit achieved, as stipulated by the Parties, for the services of Forman & Thomas.
 - c) FORTY-ONE THOUSAND, SEVEN HUNDRED SEVENTY-TWO AND NO/100 dollars (\$41,772.00) as reimbursement for reasonable expert fees and costs for the benefit achieved, as stipulated by the Parties.
6. Upon entry and within twenty (20) days of this Stipulated Order of Taking and Final Judgment, the Petitioner shall deposit the total sum of SIX HUNDRED TWENTY-SIX THOUSAND, TWO HUNDRED FORTY-SEVEN AND NO/100 (\$626,247.00) into the Registry of the Court.
 7. By the Parties' agreement, that upon deposit of the above sum, within three (3) working days thereafter, without further Order of this Court, the Clerk of the Court shall mail the sum

of SIX HUNDRED TWENTY-SIX THOUSAND, TWO HUNDRED FORTY-SEVEN AND NO/100 (\$626,247.00) made payable to the **Forman & Thomas Trust Account**, and mailed to Charles R. Forman, Esquire, Forman & Thomas, 1301 NE 14th Street, Ocala, Florida 34470.

8. Upon receipt of said payment, Defendants WILLIAM ANDREW CARRIGAN, JR. and JEANNE MARIE REYNOLDS CARRIGAN, by and through their attorneys Forman & Thomas, shall make payment to GEORGE ALBRIGHT, as MARION COUNTY TAX COLLECTOR, c/o Vanessa Thomas, Esq., Forman & Thomas, 1301 NE 14th Street, Ocala, FL 34470, for pro-rated real property taxes, including any past due real property taxes, if applicable.
9. That upon Petitioner's deposit of the sum herein above specified into the Registry of the Court, title and interests therein to the real property as provided in Paragraphs 3 and 4 above, described and depicted/labeled in "Exhibit A" and "Exhibit B" shall vest in Petitioner, and the Petitioner shall have all rights of possession to the subject property pursuant thereto.
10. No additional sums are due and payable to Defendants WILLIAM ANDREW CARRIGAN, JR. and JEANNE MARIE REYNOLDS CARRIGAN, or Defendants' attorneys, as a result of the taking of the subject property.
11. This Court reserves jurisdiction to enforce the terms of this Stipulated Order of Taking and Final Judgment.

DONE and ORDERED in Chambers at Marion County, Florida on this ____ day of _____, 2026.

Honorable Lisa Herndon
Circuit Court Judge

Conformed copies to:

Matthew G. Minter, Esquire
Matthew.Minter@marionfl.org

Charles R. Forman, Esquire
crforman@hotmail.com

Vanessa Thomas, Esquire
Vthomas.pleadings@gmail.com

Clerk's Accounting Department

SHEET 1 OF 1

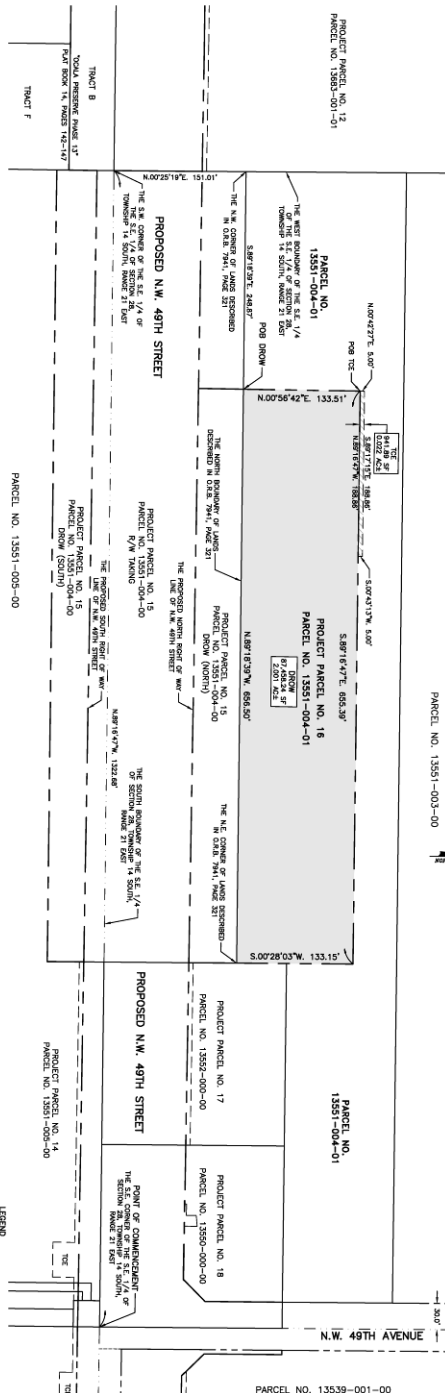
DESCRIPTION:

FOR:

**PROJECT PARCEL NO. 16
(PARCEL NO. 13551-004-01)**

(TCE) – TEMPORARY CONSTRUCTION EASEMENT

(SAND LANDS CONTAINING 94.16 ACRES) (E/F/022 ACRES, MORE OR LESS)



SKETCHER'S CERTIFICATION
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

STATE CERTIFIED SDVBE

DALE
GLEN H. PREECE, JR., P.S.M. - LS 5427



PREECE
LAND SURVEYING, INC.



BELTHER PROFFESIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 35471
PHONE: (352) 351-0091
FAX: (352) 351-0093 FAX
EMAIL: gprece@preece.com

(LICENSED BUSINESS NO. 7389)

(LICENSED BUSINESS NO. 7389)

DRMNN	G.H.P.	REVISIONS	BY	DATE
CHECKED	G.H.P.	REVERSE DRWG AND ADD TCE	GHP	3/13/25
F.B./PG. N/A				
FILE INFO				
NW 49TH STREET				
CORNERTH © 2025		JOB ORDER# 21-0098 (13551-004-01) P16 R		
SCALE: 1" = 100'				

EXHIBIT “A”
Temporary Construction Easement Terms

Marion County (“the County”) shall acquire the following temporary construction easement rights for the project labeled “NW 49th STREET PHASE 3 ROAD IMPROVEMENT PROJECT” (the “Project”), subject to the listed limitations:

1. A non-exclusive, temporary construction easement, over, under, and across the properties listed and described in Exhibit A as Temporary Construction Easements located in Marion County, Florida (hereinafter the “Easement Area”).
2. The right, privilege, and authority within the Easement Area to perform such work as may be necessary upon the Easement Area in order to substantially conform the Easement Area to the design specifications set forth in the roadway construction plans labeled “NW 49th STREET PHASE 3 ROAD IMPROVEMENT PROJECT” (i.e., the Project). Such work may include, but not be limited to, the addition, removal, relocation, re-contour, and/or grading of soils as well as the demolition removal, and reconstruction of certain improvements (including, but not limited to any structures, driveways, site debris, billboard signs, and mobile homes).
3. During the term of the easement, neither Marion County nor its agents shall store equipment in the Easement Area, and all pre-existing access over and across the Easement Area shall be maintained.
4. Upon completion of construction, Marion County shall stabilize the Easement Area with seed, sod, or other ground cover so as to prevent erosion (where appropriate), and will restore any paved surface to a state that is as good or better than its pre-construction condition.
5. The temporary construction easement shall terminate twenty-four (24) months after the date the easement is acquired or upon completion of the Project’s construction, whichever occurs first.
6. Marion County shall be entitled to assign the easement.
7. During the term of the easement there will be no hazardous materials, wastes, or substances, toxic wastes or substances, or pollutants or contaminants deposited, located, placed, or released on the Easement Area by either Marion County, or its agents/assigns.
8. Marion County shall have the right of ingress and egress from the Easement Area by means of any adjacent public or private roadways, easements, or rights-of-way owned or held or lawfully available to Marion County and its agents, including any other property over which Marion County has access rights.
9. The property owner may utilize the Easement Area for all lawful purposes provided it does not interfere with or unreasonably burden Marion County’s easement rights during the term of the easement.

EXHIBIT “B”
Project Parcel 17

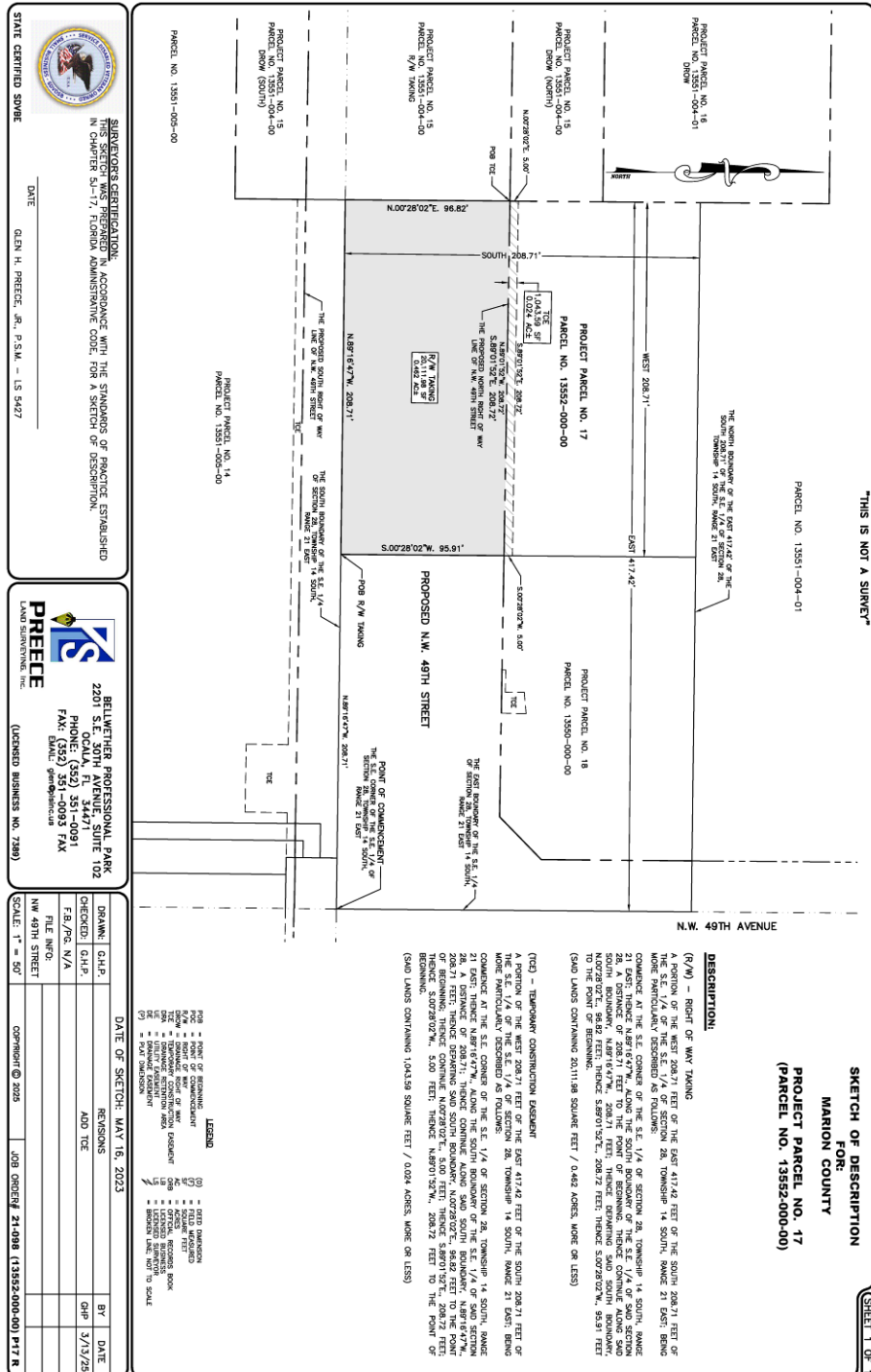


EXHIBIT “B”
Temporary Construction Easement Terms

Marion County (“the County”) shall acquire the following temporary construction easement rights for the project labeled “NW 49th STREET PHASE 3 ROAD IMPROVEMENT PROJECT” (the “Project”), subject to the listed limitations:

1. A non-exclusive, temporary construction easement, over, under, and across the properties listed and described in Exhibit A as Temporary Construction Easements located in Marion County, Florida (hereinafter the “Easement Area”).
2. The right, privilege, and authority within the Easement Area to perform such work as may be necessary upon the Easement Area in order to substantially conform the Easement Area to the design specifications set forth in the roadway construction plans labeled “NW 49th STREET PHASE 3 ROAD IMPROVEMENT PROJECT” (i.e., the Project). Such work may include, but not be limited to, the addition, removal, relocation, re-contour, and/or grading of soils as well as the demolition removal, and reconstruction of certain improvements (including, but not limited to any structures, driveways, site debris, billboard signs, and mobile homes).
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7. During the term of the easement there will be no hazardous materials, wastes, or substances, toxic wastes or substances, or pollutants or contaminants deposited, located, placed, or released on the Easement Area by either Marion County, or its agents/assigns.
8. Marion County shall have the right of ingress and egress from the Easement Area by means of any adjacent public or private roadways, easements, or rights-of-way owned or held or lawfully available to Marion County and its agents, including any other property over which Marion County has access rights.
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