

**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-0397
PARCEL NOS: 2, 3, 4, 10, 19,
20, 21, 59, 59A

Petitioner,

vs.

FORESTAR (USA) REAL ESTATE GROUP INC.,
a Delaware corporation, SH AA Development, LLC,
a Delaware limited liability company, OCALA
PRESERVE COMMUNITY DEVELOPMENT
DISTRICT, OCALA PRESERVE ASSOCIATION,
INC., a Florida not-for-profit corporation, and
GEORGE ALBRIGHT, as MARION COUNTY
TAX COLLECTOR.

Defendants.

STIPULATED ORDER OF TAKING AND FINAL JUDGMENT
AS TO PROJECT PARCELS 2, 3, 4, 10, 19, 20, 21, 59, AND 59A
(with Disbursement Instructions to the Clerk)

THIS CAUSE came on for consideration by the Court upon a stipulated agreement for an Order of Taking and Final Judgment between the Petitioner, MARION COUNTY, FLORIDA, and Defendants, FORESTAR (USA) REAL ESTATE GROUP INC., OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., 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 takings are 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 property subject to this suit, (“Subject Property,”) as more fully described in the attached

Exhibit “A”; 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 as to Project Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A**, 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 FORESTAR (USA) REAL ESTATE GROUP INC., OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., are the fee simple owners of the Subject Property as identified in Schedule A 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. Legal descriptions of the Subject Property are attached hereto as **Exhibit "A."**

3. That the Subject Property, as described in Exhibit “A”, includes, by stipulation of the parties, conversion of the temporary construction easements in Parcels 19 and 20 to permanent slope easements, along with two (2) parcels that were not included in the Petition in Eminent Domain, identified as “Parcel 2” and “Parcel 21”.

4. 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 **TOTAL COMPENSATION** Dollars and 00/100 Cents (**\$\$\$\$\$\$**) 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 itemized as follows, and further itemized on the attached "SCHEDULE A":

- (a) AMOUNT FOR FORESTAR _____ Dollars and 00/100 Cents (\$0.00) less pro-rated real property taxes to Defendant FORESTAR (USA) REAL ESTATE GROUP INC., for land value, damages, moving/ relocation expenses, and all other claims, excluding improvements, site modifications, attorney's fees, and experts' fees and costs;
- (b) AMOUNT FOR OCALA PRESERVE CDD _____ Dollars and 00/100 Cents (\$0.00) less pro-rated real property taxes to Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, for land value, damages, moving/ relocation expenses, and all other claims, excluding improvements, site modifications, attorney's fees, and experts' fees and costs ;
- (c) AMOUNT FOR OCALA PRESERVE ASS'N _____ Dollars and 00/100 Cents (\$0.00) less pro-rated real property taxes to Defendant OCALA PRESERVE ASSOCIATION, INC., for land value, damages, moving/ relocation expenses, and all other claims, excluding improvements, site modifications, attorney's fees, and experts' fees and costs ;
- (d) ONE MILLION THREE HUNDRED THOUSAND Dollars and 00/100 Cents (\$1,300,000.00) collectively for Defendant FORESTAR (USA) REAL ESTATE GROUP INC., Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, and Defendant OCALA PRESERVE ASSOCIATION, INC., for all improvements and site modifications for Project

Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A, as stipulated by the Parties, excluding attorney's fees, and experts' fees and costs;

(e) **AMOUNT FOR ATTY FEES** _____ Dollars and 00/100 Cents (**\$0.00**) as reimbursement for reasonable attorney's fees for the benefit achieved, as stipulated by the Parties, for the services of Trenam Law.

(f) **AMOUNT FOR EXPERT FEES** _____ Dollars and 00/100 Cents (**\$0.00**) paid to Trenam Law, as reimbursement for all reasonable expert fees and costs for the benefit achieved, as stipulated by the Parties.

5. Upon entry and within twenty (20) days of this Stipulated Order of Taking and Final Judgment, the Petitioner shall deposit the total sum of **TOTAL COMPENSATION AMOUNT** Dollars and 00/100 Cents (**\$0.00**) into the Registry of the Court.

6. 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 **TOTAL COMPENSATION AMOUNT** Dollars and 00/100 Cents (**\$0.00**) dollars made payable to the Trenam Law Trust Account, c/o Paul D. Bain, Esquire, to the address of 101 East Kennedy Boulevard, Suite 2700, Tampa, FL 33602 for proper disbursement.

7. Upon receipt of said payment, Defendants, FORESTAR (USA) REAL ESTATE GROUP INC., OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, OCALA PRESERVE ASSOCIATION, INC., c/o Paul D. Bain, Esq. 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.

8. That upon Petitioner's deposit of the sum herein above specified into the Registry of the Court, all title and interest to the real property described in Exhibit "A" shall vest in Petitioner, and the Petitioner shall have all rights of possession to the subject property.

9. That all rights, title and interest in the Parcels described in Exhibit "A" shall be deemed to have been condemned and taken for the uses as set forth in the Petition and described further in the attached Exhibit "B," construction plans for the Petitioner's NW 49th Street Phase 3 Road Construction Project.

10. That the Petitioner shall construct its Project in substantial conformance with the plans attached hereto as Exhibit "B"; if, however, the Petitioner fails to construct its Project in substantial conformance with what is shown in Exhibits "B", the Defendants or any subsequent lawful successor or assign shall have the same remedies as would have been afforded them had the case been resolved by verdict with such plans and specifications having been made a part of the record at trial. *Central & Southern Florida Flood Control Dist. v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974); *cert. denied* 310 So.2d 745 (Fla. 1975); *Belvedere Development Corp. v. Department of Transp.*, 476 So. 2d 649 (Fla. 1985).

11. The compensation paid pursuant to the parties' settlement and reflected in the Stipulated Order of Taking and Final Judgment is full, final, and all-inclusive compensation for the acquisition of the property interests at issue in this action, including any claims for improvements, site modifications, landscaping impacts, buffer impacts, restoration, severance damages, attorney's fees, expert fees, and costs, except only as may be expressly stated otherwise in the Stipulated Order of Taking and Final Judgment. Defendants acknowledge and agree that no additional compensation or restoration obligation shall be due from the County for landscaping, plant material, irrigation, buffer reconstruction, or related site features beyond the compensation

expressly provided in the settlement. No additional sums are due and payable to Defendants or Defendants' attorneys, as a result of the taking of the Subject Property.

12. This Stipulated Order of Taking and Final Judgment is based on the parties agreement that Defendants, shall construct, at Defendants' sole cost and responsibility, a six-foot Permacast precast wall system along the entire NW 49th Street frontage, provided that:

- (a) the face of the wall shall be adjacent to the NW 49 Street right-of-way and shall be located a minimum of one (1) foot from the County's right-of-way line, or such greater distance as may be reasonably required by the County based on drainage, maintenance access, utility clearance, structural considerations, or to avoid adverse impacts to the County's gravity wall improvements;
- (b) the wall shall comply with applicable engineering, permitting, Marion County code, and safety requirements;
- (c) final wall alignment and details shall be subject to County review for compliance with the foregoing requirements, which review shall not be unreasonably withheld, conditioned, or delayed; and
- (d) Defendant FORESTAR (USA) REAL ESTATE GROUP INC., Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT, and Defendant OCALA PRESERVE ASSOCIATION, INC. stipulate and agree that the ONE MILLION THREE HUNDRED THOUSAND Dollars and 00/100 Cents (\$1,300,000.00) awarded collectively for improvements and site modifications shall be payable solely and exclusively to Defendant FORESTAR (USA) REAL ESTATE GROUP INC. for construction of the referenced wall system and retaining the remaining balance, if any. Further, Defendant OCALA PRESERVE COMMUNITY DEVELOPMENT

DISTRICT and Defendant OCALA PRESERVE ASSOCIATION, INC. shall cooperate and provide any and all necessary or convenient consent, authorization, or permission for construction of the referenced wall system.

13. Defendant FORESTAR (USA) REAL ESTATE GROUP INC. shall diligently pursue permitting and installation of the wall within a reasonable time in conjunction with the County's construction of its project, which is currently anticipated to begin by February 2027, but subject to change. Unless otherwise agreed in writing by the parties, Defendant FORESTAR (USA) REAL ESTATE GROUP INC. shall use its best efforts to obtain the necessary approvals and commence installation of the wall within twelve (12) months after the County provides written notice that construction along the applicable frontage has progressed to a point that wall installation may proceed without materially interfering with the Project. The County shall provide such written notice to Defendant's counsel and to Alex Madison, Forestar CFL-Region Vice President, 1064 Greenwood Blvd., Suite 200, Lake Mary, FL 32746.

14. This Stipulated Order of Taking and Final Judgment is based on the parties agreement that the County's acquisition of Project Parcels 2, 3, 4, 10, 19, 20, 21, 59, and 59A does not, by itself, constitute a new division of land requiring replatting, with reference to Marion County Land Development Code, Article 2, Division 16, Sec. 2.16.1, Applicability. Accordingly, the lesser landscape buffer condition resulting from the County's acquisition and Project construction may remain as a lawfully existing buffer condition along the affected frontage unless and until a future replat, redevelopment, or material modification of the affected lots or frontage requiring development approval triggers compliance with the Land Development Code and any then-applicable PUD requirements, including then-applicable landscape buffer requirements, to the extent triggered by that approval.

15. Nothing herein shall be construed as obligating the County to approve any wall design, permit application, or related development submittal that fails to satisfy applicable engineering, drainage, utility, safety, visibility, or Marion County code requirements. This paragraph is intended only to memorialize the parties' agreement in principle that Defendant FORESTAR (USA) REAL ESTATE GROUP INC. shall pursue permitting and construction of the wall system and corresponding frontage treatment described herein, subject to the limitations above.

16. This Court reserves jurisdiction to enforce the terms of this Stipulated Order of Taking and Final Judgment.

DONE AND ORDERED in chambers at Ocala, Marion County, Florida, this DDDD.

JJJJ

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished using the Florida Court's E-Filing Portal, via U.S. Mail, and/or Electronic Mail in accordance with the corresponding addresses listed therein on MMMM.

CCCC

AAAA

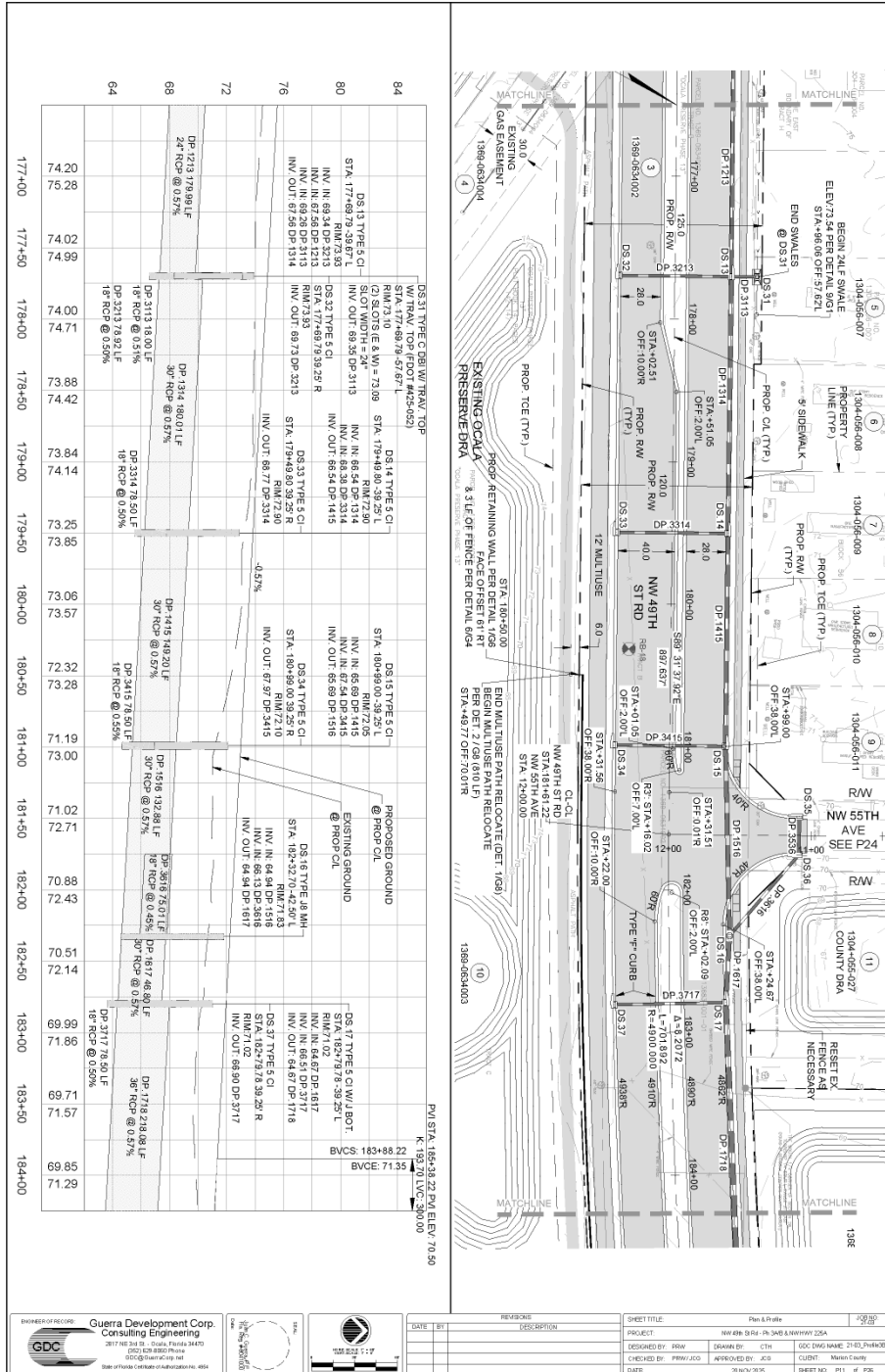
SCHEDULE A
Compensation to Defendants

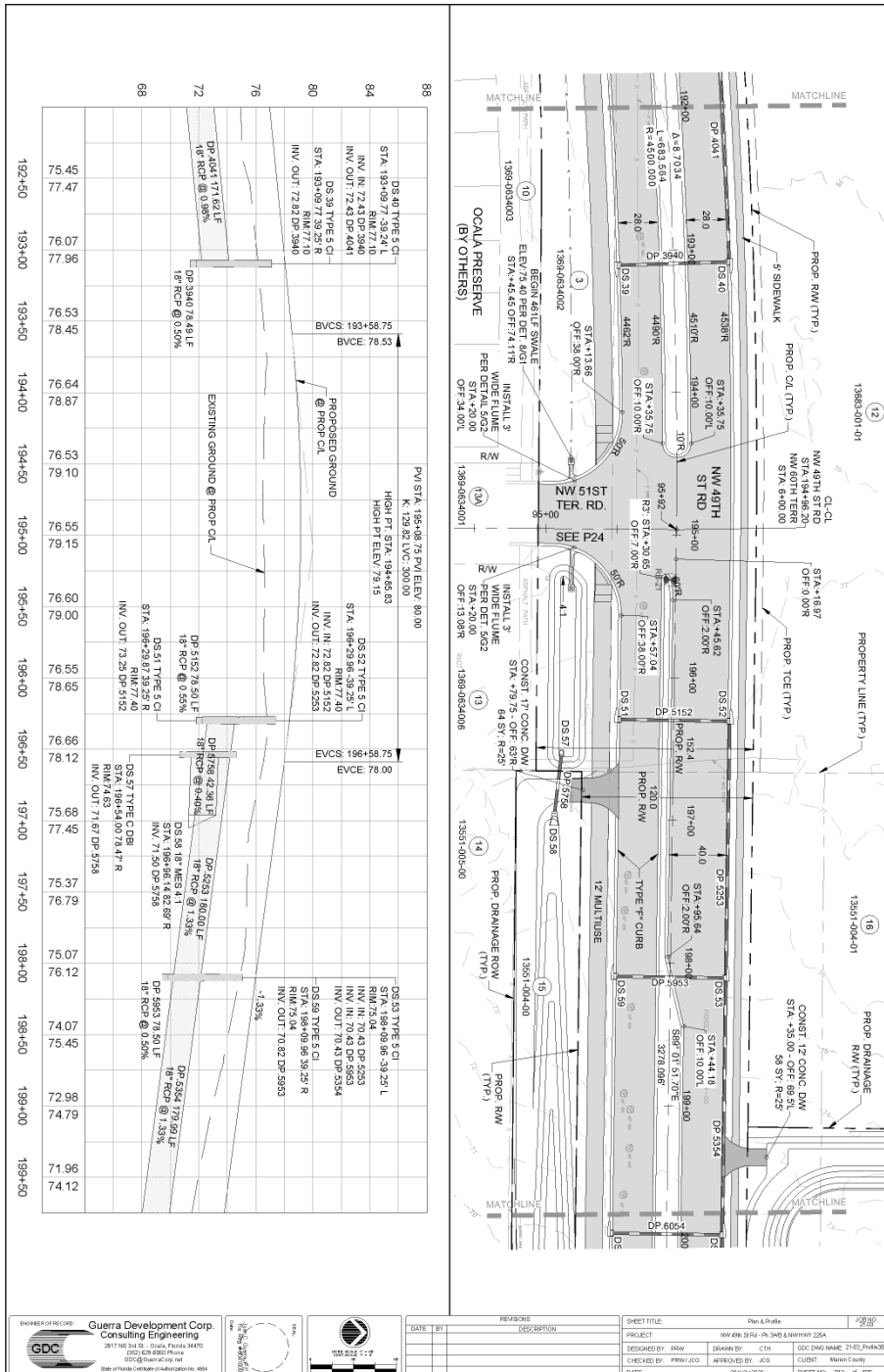
Defendant and Owner	Parcel	Compensation for Land
Forestar (USA) Real Estate Group Inc.	3, 4, 19, 20, 21	\$358,950 (plus Parcel 21 and 19 and 20 increase)
Ocala Preserve Community Development District	2, 10	\$56,600 (plus Parcel 2)
Ocala Preserve Association, Inc.	59, 59A	\$27,100

Parcel 3:

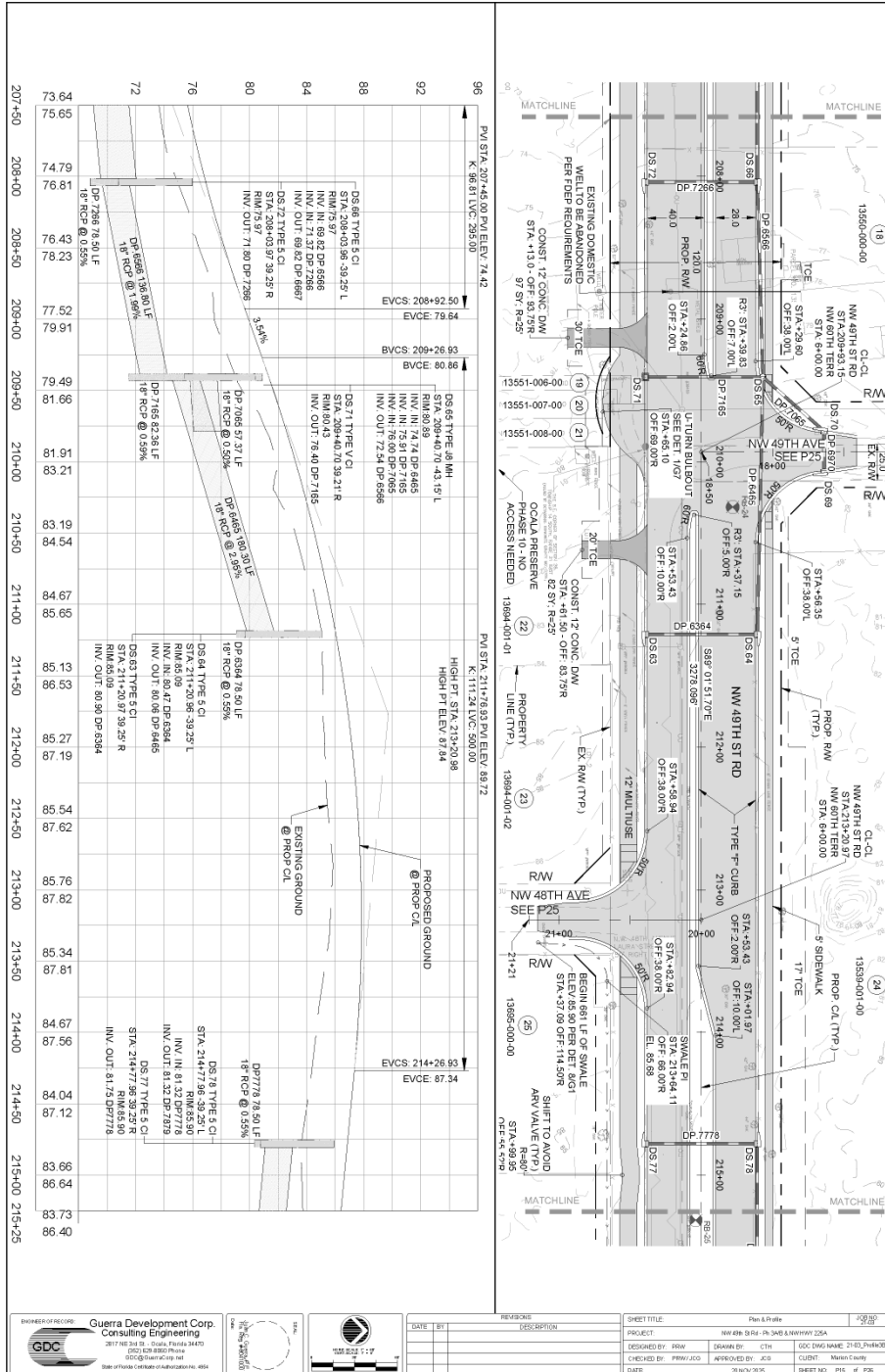
TRACT B OF OCALA PRESERVE PHASE 13, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 142, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

Parcel 4:





Parcel 21:



Guerra Development Corp.
 Consulting Engineering
 2817 NE 3rd St. Suite 300, Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 www.guerraeng.com
 GDC@guerraeng.com
 State of Florida Certificate of Professional Engineer No. 4554



DATE	BY	DESCRIPTION

SHEET TITLE	PROJECT
NW 49th Street	NW 49th Street - 1/2 Mile & NW 48th Street

DESIGNED BY	DRAWN BY	CHKD BY	DATE
PRW	CTH		26 NOV 2025

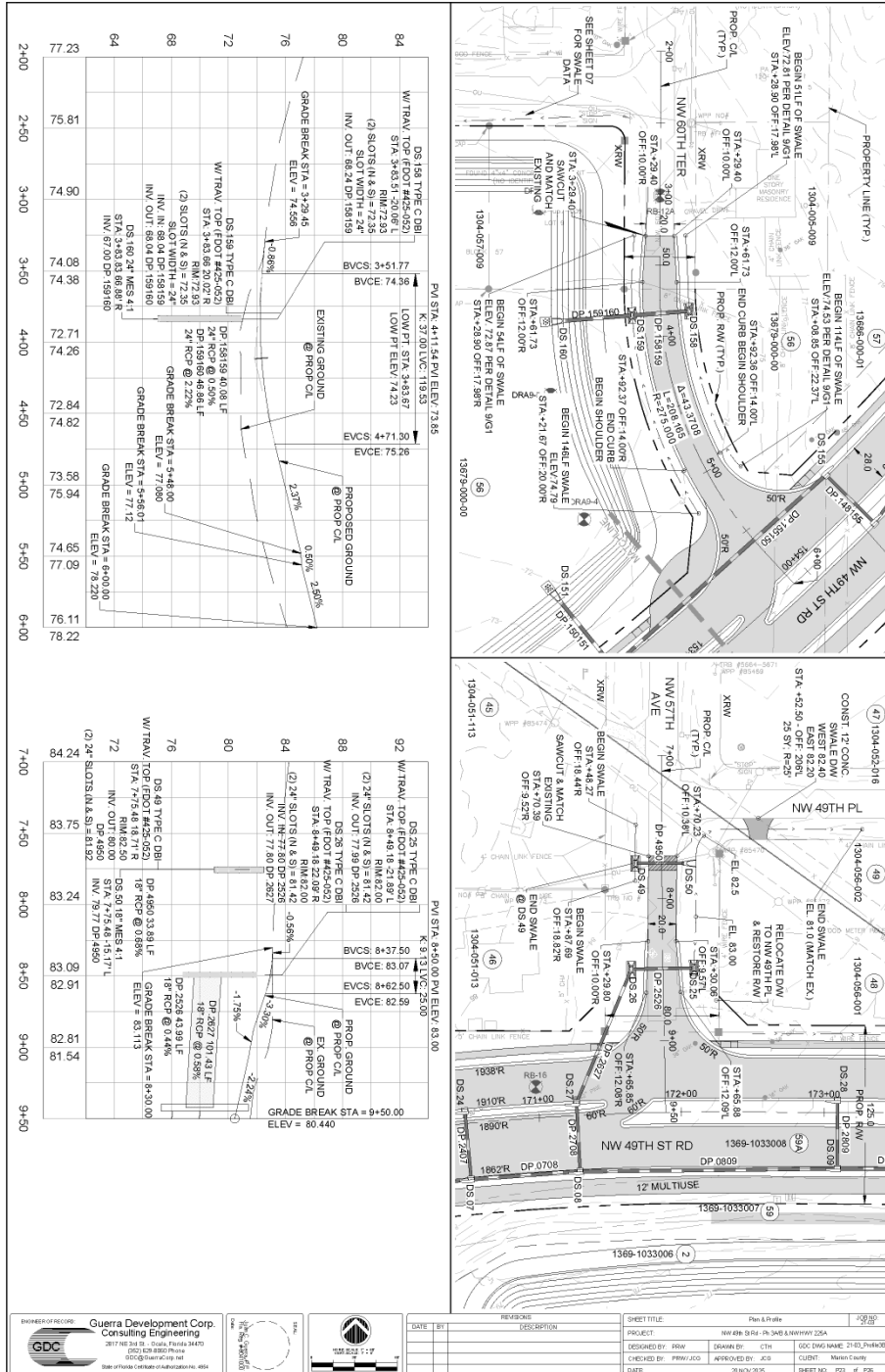
CHECKED BY	APPROVED BY	CURT	DATE
PRW/JOS			26 NOV 2025

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

Parcel 59:



<p>Guerra Development Corp. Consulting Engineering</p> <p>2817 NE 3rd St. Suite, Florida 33470 Tel: 407-588-8888 www.gdceng.com GDC@guerradev.com</p>	<p>DATE: BY: DESCRIPTION:</p>	<p>SHEET TITLE: Plan 59</p> <p>PROJECT: NW 49th St. to SW 34th & NW 125th</p> <p>DESIGNED BY: PRM DRAWN BY: CTH GDC ENG NAME: 21-01-14-00</p> <p>CHECKED BY: PRM/JOS APPROVED BY: JCS CLIENT: MWH/ENR</p> <p>DATE: 26 NOV 2025 SHEET NO. 023 of 026</p>

Parcel 59A:

