

**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,
Petitioner,

CASE NO. 2025-CA-0573

vs.

MICHAEL P. VECCHIO,
and GEORGE ALBRIGHT,
as MARION COUNTY TAX COLLECTOR;
and JIMMIE COWAN, as MARION COUNTY
PROPERTY APPRAISER; and all unknown spouses
of the above, if any; their heirs, devisees, assigns,
grantees, creditors, lessees, executors, administrators,
mortgagees, judgment creditors, trustees, lien holders,
persons in possession, successors in interest, or any
and all other persons having or claiming to have
any right, title, or interest by, through, under or
against the above-named Defendants, or otherwise
claiming any right, title, or interest in the
real property interests described in this
action,

PARCEL NOS.: 1, 2

Defendants.

/

STIPULATED ORDER OF TAKING and FINAL JUDGMENT
(with Disbursement Instructions to the Clerk)

THIS CAUSE came on for consideration by the Court upon a stipulated agreement for
Final Judgment between the Petitioner, MARION COUNTY, FLORIDA, and Respondents,
MICHAEL P. VECCHIO, GEORGE ALBRIGHT as MARION COUNTY TAX COLLECTOR;
JIMMY COWAN, as MARION COUNTY PROPERTY APPRAISER (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
Respondent, 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**, 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 MICHAEL P. VECCHIO, is the fee simple owner 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. A legal description of Subject Property is attached hereto as **Exhibit "A."**
3. Pursuant to that Mediated Settlement Agreement dated June 20, 2025 (attached hereto as **Exhibit "B"**), and a Joint Motion for Entry of Stipulated Order of Taking and Final Judgment entered into by the Parties, Respondent MICHAEL P. VECCHIO, shall have and recover from Petitioner the sum of One Million Eight Hundred Eighty-Four Thousand Seven Hundred Eighty-One and 00/000 Dollars (\$1,884,781.00) (\$1,550,000.00 for Respondent less pro-rated taxes as provided herein, i.e., the "Settlement Funds" and \$272,631.00 for attorney fees and \$62,150.00 in expert fees and costs to Joseph Hanratty, Esq.) 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) One million five hundred fifty thousand and 00/100 Dollars (\$1,550,000.00) less pro-rated real property taxes, to Respondent MICHAEL P. VECCHIO, for land value, improvements, damages, moving/ relocation expenses, and all other claims, excluding attorneys' fees and costs;

(b) Two hundred seventy-two thousand six hundred thirty-one and 00/100 Dollars (\$272,631.00) as reimbursement for reasonable attorney's fees for the benefit achieved, as stipulated by the Parties, for the services of Joseph Hanratty, Esq.

(c) Sixty-two thousand one hundred fifty and 00/100 Dollars (\$62,150.00) as reimbursement for reasonable expert fees and costs for the benefit achieved, as stipulated by the Parties.

4. Upon entry and within twenty (20) days of this Stipulated Order of Taking and Final Judgment, the Petitioner shall deposit the total sum of ONE MILLION EIGHT HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-ONE AND 00/000 Dollars (\$1,884,781.00) into the Registry of the Court.

5. 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 ONE MILLION EIGHT HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-ONE AND 00/000 Dollars (\$1,884,781.00) dollars made payable to the Law Office of Joseph M. Hanratty, PLLC Trust Account, c/o Joseph M. Hanratty, Esquire, to the address of 500 NE 8th Avenue, Ocala, FL 34470.

6. Upon receipt of said payment, Respondent MICHAEL P. VECCHIO, c/o Joseph M. Hanratty, 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.

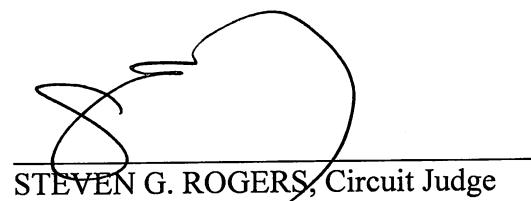
7. That upon Petitioner's deposit of the sum herein above specified into the Registry of the Court, all title and interest to the real property described in Exhibit "A" shall vest in Petitioner and the Petitioner shall have all rights of possession to the subject property.

8. Pursuant to the Mediated Settlement Agreement dated June 20, 2025, the Respondent MICHAEL P. VECCHIO, shall have the right of access along the 30-foot strip along the Southern boundary pursuant to a **Deed of Easement** from Petitioner Marion County to Respondent MICHAEL P. VECCHIO, the form of which shall be in substantially similar form as the Deed of Easement attached hereto as **Exhibit "C."** Respondent may place a gate along the entrance at 80th Avenue but shall provide either keys or code to permit the Petitioner access for maintenance of the pond or drainage pipes.

9. No additional sums are due and payable to: (a) Respondent MICHAEL P. VECCHIO; and (b) Respondent's attorney, as a result of the taking of the subject property.

10. 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 16th day of July, 2025.



STEVEN G. ROGERS, Circuit Judge

Copies Furnished to:

Matthew G. Minter, Esq.
Attorney for Marion County, Florida

Joseph M. Hanratty, Esq.
Attorney for MICHAEL P. VECCHIO

Vanessa Thomas, Esq.
Attorney for Marion County Tax Collector
and Marion County Property Appraiser

EXHIBIT "A"
Legal Description

Project Parcel No. 1

Property Interest: Fee Simple – *Partial Right-of-Way*

Legal Description of Take:

(RIGHT OF WAY TAKING)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE N.89°37'04"E., 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF COUNTY ROAD 7-W (S.W. 80TH AVENUE) (60 FEET WIDE); THENCE N.00°27'29"E., ALONG SAID EAST RIGHT OF WAY AND PARALLEL WITH THE WEST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 18, 993.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°00'14"E., ALONG SAID EAST RIGHT OF WAY, 203.36 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY, S.89°16'47"E., 10.00 FEET; THENCE S.00°27'29"W., PARALLEL WITH AND 10.00 FEET DISTANT FROM, SAID EAST RIGHT OF WAY LINE, 173.50 FEET TO A POINT 30.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1451, PAGE 1178, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.89°54'35"E., PARALLEL WITH SAID SOUTH BOUNDARY, 1308.03 FEET TO A POINT THAT IS 1318.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, THE EAST RIGHT OF WAY LINE OF S.W. 80TH AVENUE (60 FEET WIDE); THENCE N.00°27'29"E., PARALLEL WITH SAID EAST RIGHT OF WAY LINE, 192.01 FEET TO THE NORTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1451, PAGE 1178; THENCE N.89°16'47"E., ALONG SAID NORTH BOUNDARY, 1314.94 FEET TO A POINT ON THE EAST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 18; THENCE S.00°39'14"W., ALONG SAID EAST BOUNDARY, 240.62 FEET TO THE AFORESAID SOUTH BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1451, PAGE 1178; THENCE DEPARTING SAID EAST BOUNDARY, N.89°54'35"W., ALONG SAID SOUTH BOUNDARY, 2631.90 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 345,272 SQUARE FEET/7.93 ACRES, MORE OR LESS.

Project Parcel No. 2

Property Interest: Fee Simple – *Partial Right-of-Way, and Temporary Construction Easement*

Legal Description of Take

(RIGHT OF WAY) ~ VECCHIO

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6700, PAGE 702, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°27'29"W., ALONG THE WEST BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 1240.34 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°31'39"E., A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF S.W. 80TH AVENUE (WIDTH VARIES). SAID POINT BEING THE N.W. CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6700, PAGE 702, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND THE POINT OF BEGINNING. THENCE DEPARTING SAID EXISTING EAST RIGHT OF WAY S.89°31'39"E., ALONG THE NORTH BOUNDARY OF SAID LANDS, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.00°27'29"W., PARALLEL WITH AND 10 FEET EAST OF SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 203.04 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LANDS; THENCE S.89°15'37"W., ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 10.00 FEET TO A POINT ON THE AFORESAID EXISTING EAST RIGHT OF WAY LINE OF N.W. 80TH AVENUE; THENCE N.00°27'29"E., ALONG SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 203.25 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 0.047 ACRES / 2,031.28 SQUARE FEET, MORE OR LESS)

(TEMPORARY CONSTRUCTION EASEMENT #1) ~ VECCHIO

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6700, PAGE 702, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°27'29"W., ALONG THE WEST BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 1240.34 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°31'39"E., A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF S.W. 80TH AVENUE (WIDTH VARIES), SAID POINT BEING THE N.W. CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6700, PAGE 702, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY, S.89°31'39"E., ALONG THE NORTH BOUNDARY OF SAID LANDS, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.89°31'39"E., ALONG SAID NORTH BOUNDARY, A DISTANCE OF 10.46 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, S.38°39'35"W., A DISTANCE OF 16.92 FEET; THENCE N.00°27'29"E., PARALLEL WITH AND 10 FEET EAST OF SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 13.30 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 0.002 ACRES / 69.56 SQUARE FEET, MORE OR LESS)

(TEMPORARY CONSTRUCTION EASEMENT #2) ~ VECCHIO

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6700, PAGE 702, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 18, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°27'29"W., ALONG THE WEST BOUNDARY OF SAID S.W. 1/4, A DISTANCE OF 1240.34 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°31'39"E., A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EAST RIGHT OF WAY LINE OF S.W. 80TH AVENUE (WIDTH VARIES), SAID POINT BEING THE N.W. CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6700, PAGE 702, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY, S.89°31'39"E., ALONG THE NORTH BOUNDARY OF SAID LANDS, A DISTANCE OF 10.00 FEET; THENCE S.00°27'29"W., PARALLEL WITH AND 10 FEET EAST OF SAID EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 136.95 FEET TO THE POINT OF BEGINNING. THENCE S.38°39'35"E., A DISTANCE OF 26.95 FEET; THENCE S.00°27'29"W., A DISTANCE OF 23.58 FEET; THENCE S.38°39'35"W., A DISTANCE OF 27.49 FEET; THENCE N.00°27'29"E., A DISTANCE OF 66.09 FEET TO THE POINT OF BEGINNING.

(SAID LANDS CONTAINING 0.017 ACRES / 762.27 SQUARE FEET, MORE OR LESS)

EXHIBIT "B"
Settlement Agreement

**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,
Petitioner,

CASE NO. 2025-CA-0573

vs.

MICHAEL P. VECCHIO,
and GEORGE ALBRIGHT,
as MARION COUNTY TAX COLLECTOR;
and JIMMIE COWAN, as MARION COUNTY
PROPERTY APPRAISER; and all unknown spouses
of the above, if any; their heirs, devisees, assigns,
grantees, creditors, lessees, executors, administrators,
mortgagees, judgment creditors, trustees, lien holders,
persons in possession, successors in interest, or any
and all other persons having or claiming to have
any right, title, or interest by, through, under or
against the above-named Defendants, or otherwise
claiming any right, title, or interest in the
real property interests described in this
action,

PARCEL NOS.: 1, 2

Defendants.

/

MEDIATED SETTLEMENT AGREEMENT

As a result of a Mediation Conference held on June 20, 2025, the parties reached the following Settlement Agreement subject to the approval of the Marion County Board of County Commissioners:

1. Petitioner will pay to Respondent, Michael Vecchio, the sum of \$1,550,000.00 in full settlement of all claims for compensation from Petitioner whatsoever, including severance damages, business damages, but excluding attorney's fees, experts' fees, and costs.

2. In addition to the settlement amount referenced in Paragraph 1 of this Agreement, Petitioner will pay \$272,631.00 in total attorney's fees and attorney litigation costs in this case, including fees related to monetary and non-monetary benefits and supplemental proceedings, if any.

3. In addition to the settlement amount referenced in Paragraph 1 of this Agreement, Petitioner will pay \$62,150.00 in total experts' fees and costs in this case.

EXHIBIT "C"
DEED OF EASEMENT

THIS INSTRUMENT PREPARED BY:

Joseph Hannatty
500 NE 8th Ave
Ocala, Fl. 34470

Property Appraiser's ID #:

DEED OF EASEMENT

This Deed of Easement ("Easement") is made and entered into as of the _____ day of _____, 2025 by and between Marion County, Florida, ("Grantor"), and Michael Vecchio ("Grantee") (Grantee's Mailing Address: 475 SW 80th Ave, Ocala, Fl. 34481).

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and the sum of One Dollar and No/100ths (\$1.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, the following rights and interests located in the County of Marion, State of Florida, to wit:

Grant of Access, Ingress, and Egress to Grantee. The Grantor does hereby grant to Grantee, its successors and assigns, invitees, licensees, and agents a permanent, non-exclusive right of ingress and egress over and upon the Easement Area specifically described in the attached "Exhibit A", subject to the terms hereof. The use of the term "non-exclusive" herein shall mean that the ingress, egress and access rights granted pursuant to this Agreement shall be subject to the contemporaneous and continuing right of the Grantor, its staff, patrons, licensees, and invitees to use the Easement Area for ingress, egress, and maintenance of the Water Retention Pond, piping and related facilities and structures ; in such manner as Grantor may determine to be necessary and/or appropriate from time to time.

1. Easement Rights. The rights set forth herein regarding the Access Ingress and Egress Easement are the "Easement Rights." Grantor agrees not to unreasonably interfere with the exercise of the Easement Rights by Grantee or its guests, agents, invitees or licensees. The Grantor shall not permit or park vehicles or otherwise block the access easement. The Grantor shall be entitled to occupy and use so much of the adjoining lands of Grantee as shall be reasonably necessary and appropriate on a temporary basis without liability for waste or trespass for the purposes of constructing improvements on or maintaining and repairing the aforesaid Water Retention Pond, piping and related facilities and structures. During the period of construction of the Water Retention Pond, piping and related facilities and structures, the Grantor shall provide temporary access to Grantee's property adjoining the easement including temporary driveway connections. It is the purpose of this Easement to grant a permanent non-exclusive access easement over,

Signature Page

on, upon, and across the Property for the purpose of vehicular and pedestrian ingress and egress to and from certain real property and related appurtenances on the adjoining property owned by Grantee. The Access Easement will include the right to improve the easement with paving, concrete or other like improvement to facilitate access and will run with and bind the Premises. However, the Grantor may remove and replace such improvements on a temporary basis as reasonably necessary for the performance of maintenance or repair. Upon the completion of the maintenance or repairs, the Grantor shall repair or replace any paving or concrete removed. The Access Easement will inure to the benefit of Grantee and be binding upon Grantor and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them.

2. Governing Law. This Deed of Easement shall be construed under and enforced in accordance with the laws of the State of Florida.

3. Further Assurances. Grantor agrees to execute and deliver to Grantee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Deed of Easement.

4. Successors and Assigns. This Deed of Easement shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto and shall run with the land for the benefit of Grantee, its successors in interest, assigns, patrons and/or agents.

5. Counterparts. This Deed of Easement may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

6. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Deed of Easement on behalf of the party on whose behalf this Deed of Easement is executed.

[SIGNATURE PAGES FOLLOW]

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to Grantor
in the presence of:

GRANTORS:

Print Name: _____

Marion County

Print Name: _____

By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of ____, 2025, by Marion County through their designated representative _____. They (____) are personally known to me or (____) produced _____ as identification.

Notary Public
My Commission Expires:

In Witness Whereof, Grantee has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to Grantee Michael Vecchio
in the presence of:

Print Name:

Michael Vecchio

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Michael Vecchio. He () is personally known to me or () produced _____ as identification.

Notary Public
My Commission Expires:

EXHIBIT "A"

Access Easement Description