

10/3/2017 3:02 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL
CIRCUIT IN AND FOR SARASOTA COUNTY, FLORIDA
CIVIL COURTS

Receipt # 2159139

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Petitioner,

CIVIL ACTION NO: 2016-CA-003319

Parcel Nos: 118/810

vs.

EXTRA SPACE PROPERTIES TWENTY
FIVE, LLC, A DELAWARE LIMITED
LIABILITY COMPANY; et al.,

Defendants.

STIPULATED FINAL JUDGMENT AS TO PARCELS 118 AND 810

THIS CAUSE having come on upon the stipulation of the Petitioner, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter "FDOT"), and the Defendant, BATES SHOW SALES STAFF, INC., D/B/A BATES RV EXCHANGE (hereinafter "Bates RV"), as to Parcels 118 and 810, and it appearing to the Court that the parties were authorized to enter into such stipulation, and the Court finding that the compensation to be paid by the Petitioner is full, just, and reasonable for all parties concerned, and the Court being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

1. That Defendant, Bates RV, as full compensation for the taking of Parcels 118 and 810, as reflected on the Contract Plans dated August 25, 2015, which were entered into evidence at the Order of Taking hearing held on November 3, 2016, and for all damages of any nature in connection thereto, inclusive of any and all attorney's fees and costs, does have and recover of and from the Petitioner, FDOT, the sum of ONE MILLION ONE HUNDRED SIX THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$1,106,650.00). This amount consists of the full

compensation amount of \$850,000.00; attorneys' fees of \$191,650.00, and expert fees and costs of \$65,000.00. These amounts are in full settlement of all claims including property damages, business damages, attorney's fees and expert fees and costs, but shall be subject to apportionment if any.

2. Petitioner, FDOT, shall, within thirty (30) days of receipt of the Stipulated Final Judgment, pay the sum of ONE MILLION THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$1,003,250.00) to the Trust Account of Moore, Bowman & Rix, P.A., c/o Jackson H. Bowman, Esquire, 300 West Platt Street, Suite 100, Tampa, Florida 33606, for proper disbursement.

3. The sum of ONE MILLION THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$1,003,250.00.00) represents the total recovery of ONE MILLION ONE HUNDRED SIX THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$1,106,650.00), less the amount previously deposited of ONE HUNDRED THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$103,400.00).

4. That title to the property described in Exhibit "A" attached hereto, which vested in the Petitioner pursuant to the Order of Taking and deposit of money heretofore made, is approved, ratified, and confirmed.

5. Before the construction letting date, Bates RV or its designated representative shall coordinate with the FDOT's design engineer, appropriate governmental officials, and any other necessary and appropriate entity representative to ensure the backflow preventer and other improvements within the takings are relocated appropriately. Bates RV will be responsible for the cost of the backflow preventer relocation, which may occur within Parcel 810 as long as ingress and egress along the parcel is not hindered.

6. The Court reserves jurisdiction for the purposes of enforcing this judgment.

DONE AND ORDERED in Chambers at Sarasota County, Florida, on this 3 day of

September, 2017.

Wade

Frederick P. Mercurio
Honorable **FREDERICK P. MERCURIO** Circuit Court Judge

Copies to:

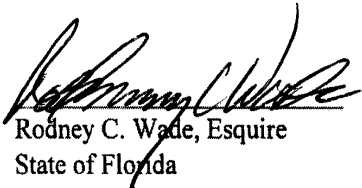
Rodney C. Wade, Esq.

Jackson H. Bowman, Esq.

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JOINT STIPULATION

Petitioner, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, and the Defendant, BATES SHOW SALES STAFF, INC., D/B/A BATES RV EXCHANGE, by and through their respective attorneys, respectfully move for the entry of the foregoing Stipulated Final Judgment.



Rodney C. Wade, Esquire
State of Florida
Department of Transportation
Office of the General Counsel
11201 N. McKinley Drive MS 7-120
Tampa, FL 33612
Phone: (813) 975-6485
Florida Bar No.: 0374091
rodney.wade@dot.state.fl.us
d7.litigation@dot.state.fl.us

DATE 09-28-2017



Jackson H. Bowman, Esquire
Moore Bowman & Rix, P.A.
300 West Platt Street, Suite 100
Tampa, FL 33606
Phone: (813) 318-9000
Florida Bar No.: 143715
Attorney for Defendant
jbowman@mbrfirm.com

DATE 9-27-17

F.P. NO. 1980176

SECTION 17180-000 STATE ROAD 45A (US 41) SARASOTA COUNTY DESCRIPTION

PARCEL 118

ESTATE OR INTEREST TO BE OBTAINED: FEE SIMPLE - RIGHT OF WAY

That portion of the northwest 1/4 of Section 17, Township 39 South, Range 19 East, Sarasota County, Florida.

Being described as follows:

Commence at the southwest corner of the northwest 1/4 of said Section 17; thence along the south line of said northwest 1/4, South 89°23'44" East a distance of 1,607.08 feet to the survey base line of State Road 45-A (U.S. 41 Venice-By-Pass); thence along said survey base line North 36°13'49" West a distance of 429.70 feet; thence South 46°15'47" West a distance of 53.46 feet to the west existing right of way line of said State Road 45-A (per Section 17180-2501), also the east line of a Marginal Access Road Easement (per Official Records Book 993, Page 1267, Modified per Official Records Book 1006, Page 1922, Public Records of Sarasota County, Florida) and the east line of a 25' Florida Power & Light Utility Easement (per Official Records Book 547, Page 78, Supplemented per Official Records Book 873, Page 1128, Public Records of Sarasota County, Florida) for a POINT OF BEGINNING; thence continue South 46°15'47" West a distance of 14.38 feet to the beginning of a curve having a radius of 7,698.00 feet; thence along the arc of said curve to the right a distance of 207.55 feet through a central angle of 01°32'41" with a chord bearing North 33°55'39" West to the end of said curve; thence North 33°30'33" West a distance of 93.83 feet; thence North 54°32'38" East a distance of 1.46 feet to said west existing right of way line and to said east line; thence along said west existing right of way line and said east line South 36°13'49" East a distance of 299.20 feet to the POINT OF BEGINNING.

Containing 2,521 square feet.

F.P. NO. 1980176

SECTION 17180-000 STATE ROAD 45A (US 41) SARASOTA COUNTY DESCRIPTION

PARCEL 810

ESTATE OR INTEREST TO BE OBTAINED: PERPETUAL EASEMENT

That portion of the northwest 1/4 of Section 17, Township 39 South, Range 19 East, Sarasota County, Florida.

Being described as follows:

Commence at the southwest corner of the northwest 1/4 of said Section 17; thence along the south line of said northwest 1/4, South 89°23'44" East a distance of 1,607.08 feet to the survey base line of State Road 45-A (U.S. 41 Venice-By-Pass); thence along said survey base line North 36°13'49" West a distance of 429.70 feet; thence South 46°15'47" West a distance of 67.84 feet for a POINT OF BEGINNING; thence continue South 46°15'47" West a distance of 24.77 feet; thence North 36°17'37" West a distance of 304.84 feet; thence North 54°32'38" East a distance of 37.69 feet; thence South 33°30'33" East a distance of 93.83 feet to the beginning of a curve having a radius of 7,698.00 feet; thence along the arc of said curve to the left a distance of 207.55 feet through a central angle of 01°32'41" with a chord bearing South 33°55'39" East to the end of said curve and to the POINT OF BEGINNING.

Containing 9,253 square feet.

THE PURPOSE OF THIS PERPETUAL EASEMENT IS FOR INGRESS AND EGRESS, CONSTRUCTION, AND MAINTENANCE OF A WALL. THIS IS A NON-EXCLUSIVE EASEMENT. THE OWNER OF THE FEE RETAINS THE RIGHT TO USE THE EASEMENT AREA FOR ANY USE NOT INCONSISTENT WITH THE DEPARTMENT OF TRANSPORTATION'S (DOT) USE OF THE EASEMENT, INCLUDING BUT NOT LIMITED TO: LANDSCAPING, CROSSING, PAVING, DRIVEWAYS, ACCESS, PARKING, TRAFFIC CIRCULATION, UTILITIES, SIGNS, DENSITY AND SETBACK CALCULATIONS. NO EXISTING IMPROVEMENTS WILL BE REMOVED UNLESS THEY INTERFERE WITH THE USE OF THE EASEMENT. IF THE OWNER MAKES ANY IMPROVEMENTS WITHIN THE EASEMENT AREA WHICH ARE CONSISTENT WITH THIS EASEMENT AND DOT DISTURBS THOSE IMPROVEMENTS IN CONJUNCTION WITH ITS USE OF THE EASEMENT, THEN THE DOT WILL RESTORE ANY DISTURBED IMPROVEMENTS TO A CONDITION AS GOOD AS THEY WERE BEFORE BEING DISTURBED BY DOT. DOT WILL NOT MAINTAIN THE PROPERTY OR ANY IMPROVEMENTS IN THE EASEMENT AREA OWNED BY OTHERS EXCEPT DOT WILL REPAVE THE EXISTING INTERNAL ROAD WITHIN THE EASEMENT AREA ONE TIME AFTER CONSTRUCTION OF THE WALL TO RESTORE THE INTERNAL ROAD TO A CONDITION AS GOOD AS OR BETTER THAN THE EXISTING CONDITION.