



Interoffice Memorandum

January 29, 2019

TO: Mayor Jerry L. Demings
and Board of County Commissioners

FROM: Raymond E. Hanson, P.E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", written over the name of the sender.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
January 29, 2019 BCC Meeting
Sale and Purchase Agreement for 12-Inch Private Pressurized
Water Irrigation Main along John Wycliffe Boulevard
Contact Person: Andres Salcedo, P. E., Assistant Director
Utilities Department
407-254-9719**

Wycliffe Bible Translators, Inc. constructed a 12-inch pressurized water irrigation main along John Wycliffe Boulevard as part of their development in 2001. It is in the public interest for part of this irrigation main to be incorporated into the County reclaimed water system and interconnect the reclaimed water main on Moss Park Road to the existing Utilities Department Eastern Storage Area and Repump facility.

This agreement is to transfer the ownership of the 1,700 lineal feet of 12-Inch PVC private irrigation main along John Wycliffe Boulevard from Wycliffe Bible Translators, Inc. to the County. Orange County will pay \$50,000 to Wycliffe Bible Translators, Inc. under this agreement.

Orange County Attorney's Office staff finds the agreement acceptable as to form. The Utilities Department has reviewed the agreement and recommends approval.

Action Requested: Approval and execution of Sale and Purchase Agreement for 12-Inch Private Pressurized Water Irrigation Main along John Wycliffe BLVD by and between Orange County and Wycliffe Bible Translators, Inc. in the amount of \$50,000.

District 4.

**SALE AND PURCHASE AGREEMENT
FOR
12-INCH PRIVATE PRESSURIZED WATER IRRIGATION MAIN
ALONG
JOHN WYCLIFFE BLVD**

THIS SALE AND PURCHASE AGREEMENT FOR 12-INCH PRIVATE PRESSURIZED WATER IRRIGATION MAIN ALONG JOHN WYCLIFFE BLVD (the "Agreement"), made and entered into as of the latest executed date below by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County", whose address is 201 South Rosalind Avenue, Orlando, Florida 32801; and WYCLIFFE BIBLE TRANSLATORS, INC., a California non-profit corporation, hereinafter referred to as "Seller", whose address is 11221 John Wycliffe Blvd., Orlando, Florida 32832. Hereinafter, the County and the Seller may be referred to individually as a "Party".

RECITALS:

WHEREAS, Seller presently owns and operates a certain private pressurized water irrigation system ("Private Irrigation System") located within Orange County, Florida; and

WHEREAS, the County has determined that it will be in the public interest for it to acquire a segment of Seller's Private Irrigation System Assets, herein referred to as the "Subject

Assets” and more particularly depicted and described in **Exhibit “A”** attached hereto and incorporated herein; and

WHEREAS, Seller and the County negotiated a voluntary sale and purchase of the Subject Assets; and

WHEREAS, the County and Seller agree that Seller will sell and the County will purchase the Subject Assets in accordance with the terms and provisions hereinafter set forth; and

WHEREAS, the County and Seller now desire to set forth in writing the agreements made by them.

NOW, THEREFORE, in consideration of the payment of Fifty Thousand and 00/100 Dollars (\$50,000.00) paid by the County to Seller, the receipt of which is hereby acknowledged, other good and valuable considerations, and the mutually dependent covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. **Sale of the Subject Assets:** Seller agrees that at the closing Seller will grant, bargain, sell, transfer, assign, and deliver to the County, and the County agrees to purchase and accept delivery of, the Subject Assets of Seller as described below on the terms and conditions hereinafter set forth.

2. **Description of the Subject Assets:** The Subject Assets to be sold and purchased by this Agreement are more particularly described as follows:

The 12-inch irrigation water main located within the public right-of-way along John Wycliffe Boulevard from Moss Park Road to Great Commission Way as depicted in **Exhibit A**.

All blueprints, plans, engineering reports, surveys, plats, drawings, billing registers, permits, licenses, approval documents, and other information in possession of Seller which pertain to or would aid the County in operating the above described Subject Assets.

3. **Purchase Price:** The County agrees to pay Seller and Seller agrees to accept as the purchase price for the Subject Assets, and as consideration for all of the undertakings herein contained on the part of Seller, a total purchase price in the amount of \$50,000.00.

4. **Payment of Purchase Price:** The County shall pay the entire purchase price at the time of the closing.

5. **Conveyance of the Subject Assets:** All of the Subject Assets shall be conveyed by Seller to the County by Special Warranty Deed, Bills of Sale with general warranties of title, Instruments of Conveyance, and Assignments of Contracts as may be required to transfer, assign, and deliver to the County the Subject Assets.

6. **Conditions Precedent to Closing:** Prior to or at the closing, as the case may be, the following conditions must fulfilled:

(a) **As to Seller:** Seller shall furnish the following to County:

(i) An Affidavit dated the date of the closing in form sufficient and satisfactory to the County from the attorney for Seller as to:

(a) The due organization and existence of Seller.

(b) The due authorization for the execution and delivery and the validity of this Agreement and all instruments and documents executed in connection with the closing.

(c) The proper form, execution and delivery, sufficiency, and enforceability in accordance with the respective terms of this Agreement, all Bills of Sale and other instruments of conveyance and Assignments by which Seller conveys the Subject Assets to the County.

(d) Such other matters incident to the transaction herein contemplated as may be reasonably requested by the County.

(ii) An Affidavit executed by an officer of Seller stating that there are no debts or obligations owed by Seller to any person whomsoever that create any lien or encumbrance upon the Subject Assets.

7. **Hold Harmless and Indemnification:**

(a) As to the County: The County does hereby agree to indemnify and to hold Seller harmless from any and all obligations, expenses, costs, attorneys' fees, damages, penalties, or other liabilities of every kind and nature whatsoever which Seller may incur following the closing date as a result of or which may arise following the closing date from the County's negligence relating to the operation or maintenance of the Subject Assets. The County intends to avail itself of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible, and nothing herein shall be construed as a waiver of sovereign immunity by the County.

(b) As to Seller: Seller does hereby agree to indemnify and to hold the County harmless from any and all obligations, expenses, costs, attorneys' fees, damages, penalties, or other liabilities of every kind and nature whatsoever which may be incurred as a result of or may arise from the ownership and operation of the Subject Assets prior to the closing date and from the obligations to be performed by Seller prior to the closing date as to the Subject Assets.

8. **Commissions:** The transaction contemplated by this Agreement is a direct, private transaction between Seller and the County without the use of a broker or commissioned agent by either party hereto.

9. **Taxes:** Seller shall be responsible for all federal, state, and local taxes due as a result of the sale of the Subject Assets to the County, if any.

10. **Closing:** The closing of the purchase and sale of the Subject Assets as contemplated by this Agreement shall take place on or before the 20th day of December, 2019, at a time and location to be agreed upon by the County and Seller. If Seller or the County has not fulfilled all of its duties and obligations to be performed under the terms of this Agreement prior to the time of the closing, then the other party may, at its option, extend the date of closing by not more than ten (10) days by notifying the other party of such new date.

11. **Condition of Subject Assets:** Seller agrees to continue normal operation, maintenance and repair of the Subject Assets until the date of closing and the County has examined the Subject Assets and agrees to accept the Subject Assets in their present condition, excepting normal wear and tear.

12. **Addresses for Communication:** All notices and communications in connection with this Agreement shall be sent to Seller and the County at the following addresses, unless said addresses are changed by either of said parties by notice in writing to the other party:

(a) To the Seller

Wycliffe Bible Translators, Inc.
P.O. Box 628200
Orlando, Florida 32862
Attn: John Krehely, CFO

(b) To the County

Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825
Attn: Director of Utilities

13. **Amendment:** This Agreement may be amended only by an instrument in writing signed by each of the parties hereto.

14. **Benefits:** All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors, assigns, and nominees of Seller and the County respectively.

15. **Enforceability:** This Agreement is being delivered and is intended to be performed in the State of Florida and shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

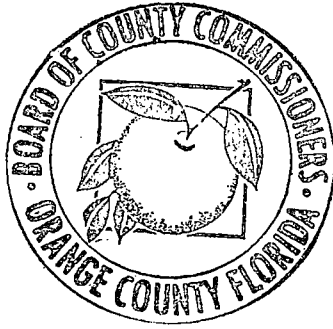
16. **Entire Agreement:** This Agreement contains the entire understanding between the parties hereto and can be amended only as provided herein.

17. **Time is of the Essence:** Time is of the essence in the performance of this Agreement and this Agreement shall become null and void if the closing referred to herein is not completed prior to December 30, 2019.

18. **Headings:** The paragraph headings hereof are inserted for convenience of reference only and shall in no way alter or modify the text of such paragraphs.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year as written below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Byron W. Brooks*
for Jerry L. Demings, Orange County Mayor

Date: *29 January 2019*

Attest: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Witnesses:

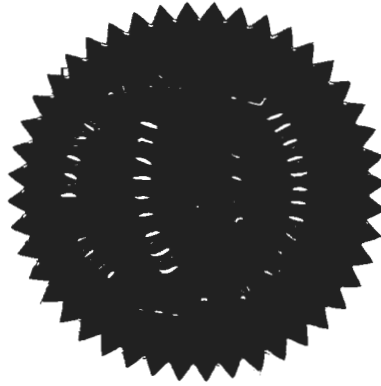
WYCLIFFE BIBLE TRANSLATORS, INC.
A California non-profit corporation

Timothy D. Stoker
Print: Timothy D. Stoker

By A. John Krehely
Print: A. JOHN KREHELY, CFO

Mariah Haman
Print: MARIAH HAMAN

Date: 11/1/2018



STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of November 2018. A. John Krehely, as CFO of **WYCLIFFE BIBLE TRANSLATORS, INC.**, a California non-profit corporation, who [] is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Meg Hunt
Notary Public Signature



Meg Hunt
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: GG000031
My Commission Expires: 6/8/2020

EXHIBIT A

(See Attached: four (4) additional pages)

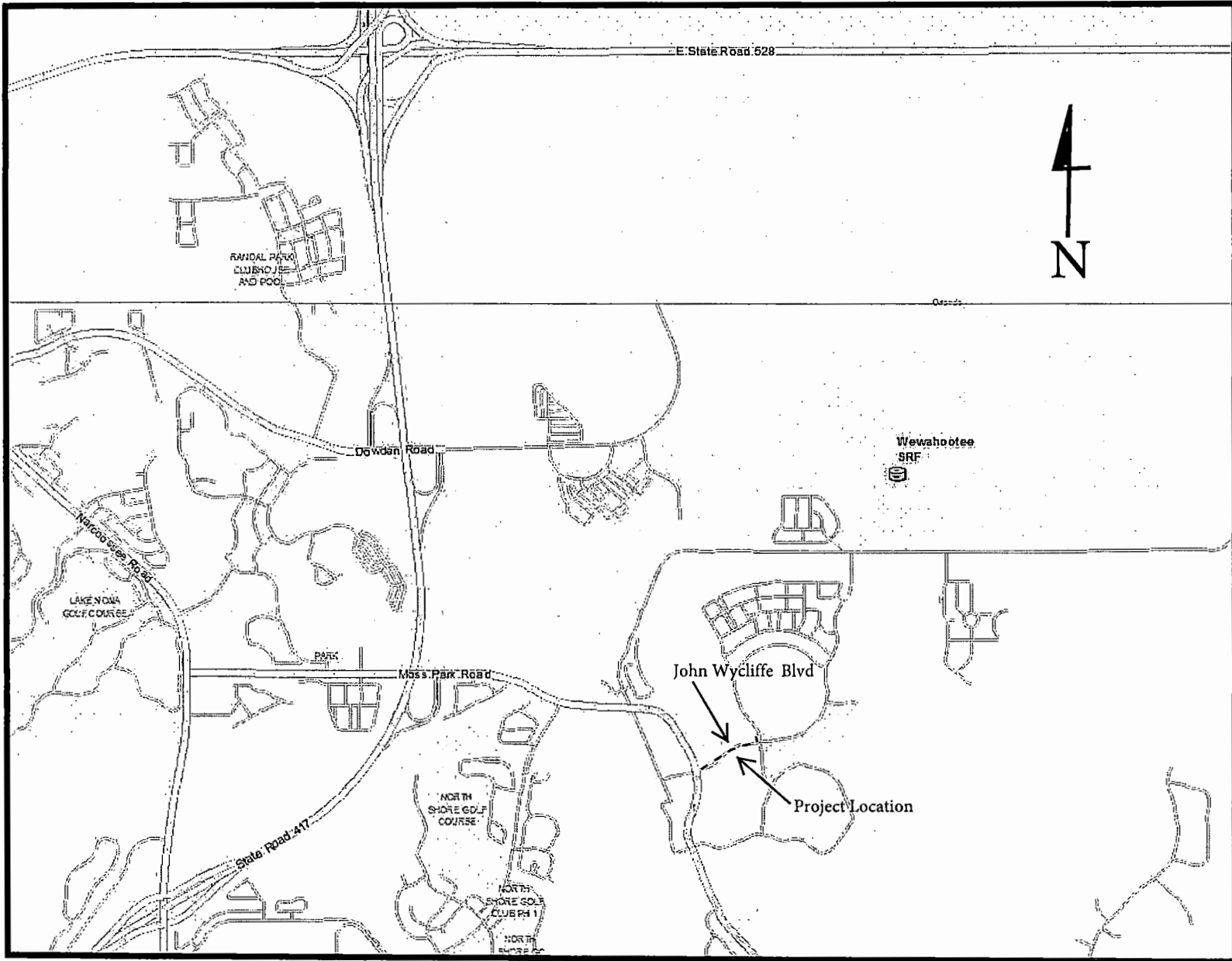
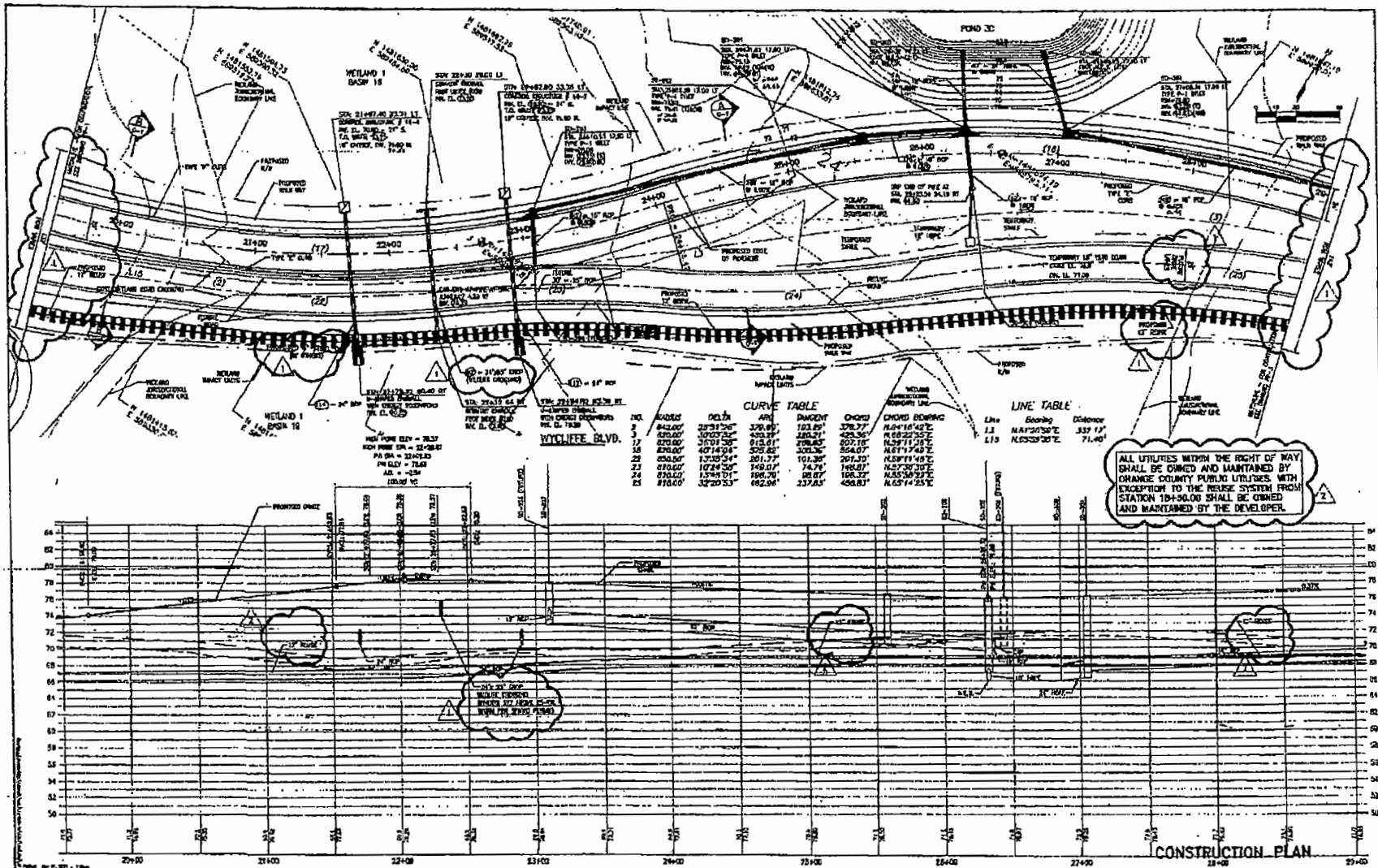


EXHIBIT A2/5

LOCATION MAP

(NTS)



ALL UTILITIES WITHIN THE RIGHT OF WAY SHALL BE OWNED AND MAINTAINED BY ORANGE COUNTY PUBLIC UTILITIES, WITH EXCEPTION TO THE SEWER SYSTEM FROM STATION 19+50.00 SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER.

HARTMAN & ASSOCIATES, INC.
 275 S.W. 11th Street - Suite 200 - Ft. Lauderdale, FL 33301
 Telephone: (305) 555-1111 - Fax: (305) 555-1112

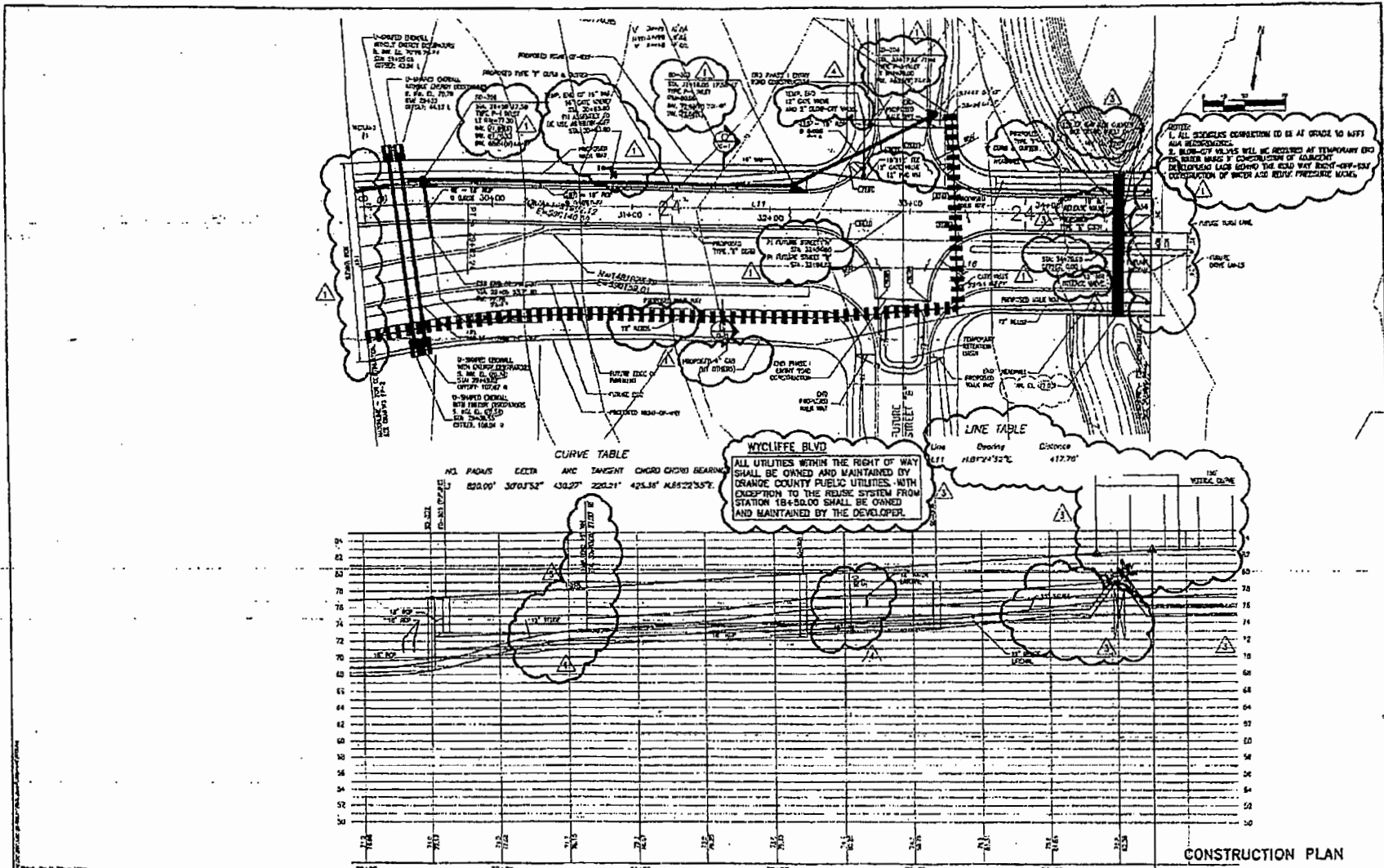
**WYCLIFFE BIBLE TRANSLATORS
 CORPORATE HEADQUARTERS
 PHASE 1
 MOSS PARK D.R.I.**

**WYCLIFFE BLVD. PLAN & PROFILE
 STA. 19+50.00 TO STA. 29+00.00**

NO.	DATE	REVISION	BY	DATE	PROJECT NO.
1	02/21/01	DESIGNED PER CIVIL COMMENTS	JPM		PP-2
2	03/02/01	REVISED AS PER ENGINEER REVIEW COMMENTS	JPM		

EXHIBIT A4/5

Reclaimed Water Main



HARTMAN & ASSOCIATES, INC.
 ENGINEERS, ARCHITECTS, PLANNERS & MANAGEMENT CONSULTANTS
 201 500 WEST 77TH AVENUE - SUITE 200 - GRAND JUNCTION, COLORADO 81505
 PHONE: (970) 874-1000 FAX: (970) 874-1200

**WYCLIFFE BIBLE TRANSLATORS
 CORPORATE HEADQUARTERS
 PHASE 1
 MOSS PARK D.R.I.**

**WYCLIFFE BLVD. PLAN & PROFILE
 STA. 29+00.00 TO STA. 34+75.00**

NO.	DATE	DESCRIPTION	BY	CHECKED
1	1/18/01	REVISED PER FIELD COMMENTS	JUN	JUN
2	3/15/01	REVISED AS PER COUNTY COMMENTS	JUN	JUN
3	3/17/01	REVISED TABLE AT STA. 33+67.5	JUN	JUN
4	11/23/01	REVISED PER GRAND COUNTY COMMENTS	JUN	JUN
		OUT		

NO.	DATE	DESCRIPTION	BY	CHECKED
1	1/18/01	REVISED PER FIELD COMMENTS	JUN	JUN
2	3/15/01	REVISED AS PER COUNTY COMMENTS	JUN	JUN
3	3/17/01	REVISED TABLE AT STA. 33+67.5	JUN	JUN
4	11/23/01	REVISED PER GRAND COUNTY COMMENTS	JUN	JUN
		OUT		

PROJECT NO. 00-500-01
 DRAWN: J.T.
 SCALE: 1"=30'-11" (5/16)
PP-3