



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: July 10, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *MTC*
Real Estate Management Division

FROM: David Sustachek, Senior Acquisition Agent *DS/MTC*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7076

ACTION REQUESTED: Approval and execution of Contract for Purchase and Sale by and between Robert N. Fairchild and Joe E. Fairchild, as Successor Co-Trustees of Bronson & Fairchild Liquidating Trust and Orange County, approval of Warranty Deed by Joe E. Fairchild, individually and as Successor Co-Trustee of Bronson & Fairchild Liquidating Trust to Orange County, and authorization for the Real Estate Management Division to exercise all delegations of authority and to perform all actions necessary and incidental to closing.

PROJECT: Reams Road (Summerlake Park Boulevard to Taborfield Avenue)

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of road-widening improvements.

ITEMS: Contract for Purchase and Sale
(Parcel 1016)
Cost: \$189,827.75
Size: 1.365 acres

Warranty Deed
(Instrument 1016.1)

BUDGET: Account No.: 1304-072-5139-3110

FUNDS: \$189,827.75 Payable to The Closing City
(purchase price, title insurance, and
closing costs)

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department

REMARKS: The Parcel to be acquired is for the widening of Reams Road
between Summerlake Park Boulevard to Taborfield Avenue.
Orange County approved the Roadway Conceptual Analysis at the
April 24, 2018 Board meeting.

Closing is contingent upon completion and acceptance of due
diligence of the Property to be undertaken by the County during
the inspection period.

Seller to pay documentary stamp taxes and prorated taxes.

Project: Reams Rd (Summerlake Park Blvd to Taborfield Ave.)
Parcel: 1016

APPROVED —
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 25 2023

CONTRACT FOR PURCHASE AND SALE

COUNTY OF ORANGE STATE OF FLORIDA

This Contract for Purchase and Sale (the “**Agreement**”) is made and entered into by and between Robert N. Fairchild and Joe E. Fairchild, as Successor Co-Trustees of Bronson & Fairchild Liquidating Trust (“**Seller**”), and Orange County, a charter county and political subdivision of the State of Florida (“**Buyer**”).

RECITALS

- A. Seller owns the following real property in Orange County:
Property Appraiser’s Parcel Identification Numbers
01-24-27-0000-00-010

(hereinafter referred to as the “**Parent Tract**”)

- B. Buyer requires a portion of the Parent Tract, approximately 1.365 acres, as further described on **Exhibit A**, incorporated herein by reference (the “**Property**”), for its Reams Road roadway project (the “**Project**”). Such legal description may be updated when the Survey is received (as defined in Section 7.b. below).
- C. Seller agrees to furnish the Property for the Project.

AGREEMENT

In consideration of the promises stated in this Agreement and other good and valuable consideration, Buyer and Seller agree as follows:

1. **Agreement:**
 - a. Seller agrees to execute a Warranty Deed for the Property (the “**Deed**”), conveying the Property to Buyer free and clear of all liens and encumbrances in substantially the same form attached to this Agreement as **Exhibit B**, incorporated herein by reference.
 - b. Buyer agrees to pay the Consideration as defined below, to Seller for the Property.
2. **Consideration:** Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, Seller agrees to sell and convey said Property unto Buyer by Deed, free and clear of all liens and encumbrances, for the total sum of **ONE HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED SIX DOLLARS AND TWENTY-FIVE CENTS** (\$186,406.25).

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3. **Effective Date:** The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is approved by the Orange County Board of County Commissioners (the “**Board**”) and executed by the Board.

4. **Closing Date and Location:** Unless otherwise agreed in writing between Buyer and Seller, the closing of the purchase and sale of the Property contemplated herein (“**Closing**”) shall be a “mail away” closing and all documents and funds necessary for Closing shall be received by the Title Company (the “**Closing Agent**”) on or before **thirty (30) days** after the expiration of the Inspection Period (the “**Closing Date**”) (except to the extent that the Closing Date is extended by other provisions of this Agreement).

5. **Closing Costs:** The following costs are required to complete the transaction contemplated pursuant to this Agreement (the “**Costs**”). The Costs are allocated between the Seller and Buyer as follows:

Cost	Paid by Seller	Paid by Buyer
Recording Fees for Deed	No	Yes
Documentary Stamps	Yes	No
Title Insurance	No	Yes
Closing Agent Fee	No	Yes
Survey	No	Yes
Appraisal Report(s)	No	Yes
Attorney Fees paid to Maynard Nexsen PC in an amount not to exceed \$1,500.00	No	Yes
Recording fees for any instruments required by title commitment to clear title	Yes	No

6. **Prorations:** Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date and said prorated amount shall be paid by Seller pursuant to Section 196.295, Florida Statutes. At Seller’s election, Seller’s share of prorated taxes may be deducted from the proceeds of sale and remitted by Buyer or title company reasonably acceptable to Buyer to the County Tax Collector on Seller’s behalf. Unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by Seller for the year of conveyance. In the event that, as of the Closing Date, there are any outstanding unpaid property taxes for years prior to the year of closing, then Seller shall be responsible for payment of the same, on the entirety of the tax parcels for which Buyer is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

7. **Conditions of Closing:** All of the conditions listed below are conditions precedent to Closing. Such contingencies shall either be released, waived, or cured within the timeframes set forth below.

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a. **Title.** On or before **twenty (20) days** following the Effective Date of this Agreement, Buyer shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment July 1, 2021) committing to insure Buyer as purchaser of the Property in the amount of the Purchase Price (the “**Commitment**”), evidencing that marketable fee simple title to the property is currently vested in Seller free and clear of all liens, encumbrances or other matters of record whatsoever. In the event that Buyer shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to Buyer in its sole discretion; Buyer shall notify Seller of that fact in writing on or before **fifteen (15) days** following Buyer’s receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to Buyer (the “**Title Defects**”), and Seller may take up to **fifteen (15) days** to cure or eliminate the Title Defects at Seller’s election and without obligation to incur expense or to initiate legal proceedings. If Seller is successful in curing or eliminating the Title Defects, the Closing hereunder shall take place on the date specified in this Agreement. In the event Seller is unable or unwilling to cure or eliminate the Title Defects within the 15-day period so provided, Buyer shall either (a) extend the time period for Seller to cure or eliminate the Title Defects, (b) elect to terminate this Agreement on account thereof, (c) elect to close and accept a conveyance of Seller’s title thereto subject to and notwithstanding the existence of the Title Defects (Permitted Encumbrances) on the Closing Date, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the Closing Date. In the event that Buyer elects to terminate this Agreement because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to Seller on or before the expiration of the timeframe herein, this Agreement shall terminate. In the event Buyer elects to proceed on its own to cure or eliminate the Title Defects, Seller agrees to provide its reasonable cooperation in connection with Buyer’s efforts but Seller shall have no obligation to incur expense or to initiate legal proceedings.

b. **Survey.** Within **ninety (90) days** of the Effective Date of this Agreement, Buyer may obtain a current boundary survey of the property. The survey shall be certified to Buyer and title company reasonably acceptable to Buyer and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon Buyer and Seller’s approval of the survey, the same shall be and constitute the “**Survey**” for purposes of this Agreement and legal description of the property set forth on the Survey may be utilized in the documents of conveyance and in the Owner’s Title Insurance Policy to be issued to Buyer hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to Buyer, in its sole discretion, these shall be treated as Title Defects. Buyer may in its sole discretion, treat these as “Title Objections” as defined herein. The draft of the Survey will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

c. **Inspection Period.** Buyer shall have **one hundred twenty (120) days** after the Effective Date, (the “**Inspection Period**”) to determine whether Buyer is willing to accept title to and acquire the property from Seller. Seller agrees that during the Inspection Period, Buyer shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the Property, as described in the **Due Diligence**

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Contingency, attached hereto as **Exhibit C**, which is a material condition of this Agreement and incorporated herein by this reference. Buyer, through its agents, shall have the right to enter upon the Property for the purpose of performing such activities, provided said activities shall not materially damage the Property. If during the Inspection Period Buyer decides, for whatever reason, in Buyer's sole and absolute discretion, not to proceed with the purchase of the Property, Buyer may, in Buyer's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period. Buyer reserves the right to extend the Inspection Period in its sole discretion for a period of up to an additional sixty (60) days, by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period.

d. Closing Documents. Closing is contingent upon delivery of Seller to Buyer in recordable form all instruments necessary to convey the Property as referenced in this Agreement, including but not limited to a warranty deed executed by Jane H. Fairchild individually and as Trustee of the Jane H. Fairchild Trust u/a/d January 11, 2011 to extinguish her purported interest in the Property as evidenced by such Warranty Deed to Trustee dated January 11, 2011 and recorded on January 14, 2011 at Document #20110027685 in the public records of Orange County, Florida. Such documents shall be executed and delivered to the Closing Agent on or before the Closing Date.

e. Simultaneous Close. The sale of Parcel 174 shall close simultaneously with this acquisition.

8. Miscellaneous Provisions:

a. Notice. All notices or deliveries required under this Agreement shall be hand-delivered or given by regular mail, or overnight courier directed to the addresses set forth below. All notices so given shall be considered effective, if hand-delivered, when received; if delivered by courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph.

As to Seller:	with a copy to:
Joe E. Fairchild, as Successor Co-Trustees of Bronson & Fairchild Liquidating Trust 470 E. Waldo St. Groveland, Florida 34736-2937	Richard A. Leigh, Esq. Maynard Nexsen PC 200 East New England Avenue, Suite 300 Winter Park, Florida 32789 P.O. Box 1961 Winter Park, Florida 32790-1961
As to Buyer:	with a copy to:
Orange County, Florida Real Estate Management Division Attn: Manager	Orange County, Florida County Attorney's Office Attn: County Attorney

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400 E. South St., 5th Floor Orlando, Florida 32801	201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801
-------------------------------------------------------	-----------------------------------------------------------

b. Florida Statutes. Seller shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.

c. Waiver. The parties acknowledge and agree that this acquisition by the Buyer shall not be subject to Florida Statutes Chapter 73 (Eminent Domain) or Chapter 74 (Proceedings Supplemental to Eminent Domain) and the parties hereby agree to waive compliance with such chapters or any rights or entitlements that each party may be entitled to thereunder.

d. Possession. Seller will surrender possession of the Property at closing.

e. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

f. Entire Agreement. All of the negotiations, discussions, and agreements between the Parties with regard to the matters described in this Agreement, except as specifically stated otherwise, have been reduced to, merged into, and are incorporated within this Agreement and this Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, whether oral and written, between the Parties with respect to the subject matter hereof. Further, this Agreement contains all agreements, understandings, and arrangements between the Parties hereto and no other agreement or agreements exist between the Parties. All previous agreements, understandings and arrangements between the Parties were terminated by this Agreement unless otherwise stated herein. No additions, alterations, or variations to the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.

g. Delegation of Authority. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the Buyer, to furnish any notice required or allowed under, to sign amendments to this Agreement for the extension of the timeframes as set forth in paragraph 7 above for up to 120 days, to perform all actions necessary and incidental to Closing, including an extension of the Closing Date, if needed, up to 120 days or to terminate the same for cause.

h. Counterparts. This Agreement and any amendment(s) may be executed in multiple counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument.

i. Attorney's Fees; Venue. Except as otherwise set forth in this Agreement, the parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative,

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bankruptcy, or reorganization proceedings. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) written below.

Seller acknowledges that this Agreement is **NOT** effective until such time as it is approved and executed by the Orange County Board of County Commissioners. The signature of Buyer's acquisition agent named below does not have authority to bind Orange County.

SELLER

Robert N. Fairchild and Joe E. Fairchild, as Successor Co-Trustees of the Bronson/Fairchild Liquidating Trust dated December 15, 1986

JOE E. FAIRCHILD
Joe E. Fairchild, as Successor Co-Trustee

Date: June 21, 2023

Joe E. Fairchild

Presented to Seller on behalf of Orange County by:

David Sustachek
David Sustachek, Senior Acquisition Agent
Orange County Real Estate Management Division

Date: 6-26-2023

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BUYER

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Jerry L. Demings

for Jerry L. Demings
Orange County Mayor

Date: *25 July 2023*

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

BY: *Craig Stopyra*

for Deputy Clerk

Craig Stopyra

Printed Name

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**EXHIBIT A
 LEGAL DESCRIPTION**

**SCHEDULE "A"
 LEGAL DESCRIPTION
 REAMS ROAD
 PARCEL NO. 1016**

A portion of Section 1, Township 24 South, Range 27 East, and being a portion of that certain parcel of land as described in Official Records Book 5709, Page 264, Public Records of Orange County, Florida and more particularly described as follows:




COMMENCE at the Southwest corner of the Northwest 1/4 of Section 1, Township 24 South, Range 27 East, Orange County, Florida; thence run North 89°54'08" East, a distance of 1661.09 feet along the South line of said Northwest 1/4 of Section 1; thence departing said line, run along the southerly line of the property described in Official Records Book 5602, Page 501, Public Records of Orange County, Florida, the following four (4) courses: (1) run North 00°02'54" West, a distance of 26.29 feet; (2) thence run South 89°54'08" West, a distance of 229.00 feet; (3) thence run North 00°02'54" West, a distance of 49.00 feet; (4) thence run South 89°54'08" West, a distance of 52.00 feet; thence departing said southerly line, run North 02°01'26" East along the westerly line of said property described in Official Records Book 5602, Page 501, a distance of 466.39 feet to the POINT OF BEGINNING; thence continuing along said westerly line, run North 02°01'26" East, a distance of 57.15 feet, to the existing Southerly Right of Way line of Reams Road as described in Plat Book 3, Pages 85 thru 87, Public Records of Orange County, Florida; thence departing said westerly line, run South 89°53'18" East, a distance of 222.68 feet to a point on a curve concave Northwesterly, and having a radius of 574.41 feet; thence run Northeasterly, a distance of 308.87 feet, along the arc of said curve and said existing Southerly Right of Way line, through a central angle of 30°48'32", a chord bearing of North 74°42'27" East, and a chord distance of 305.16 feet; thence run North 59°18'11" East, a distance of 852.42 feet; thence departing said Right of Way line, run South 00°01'05" West along the East line of the aforesaid Northwest 1/4 of Section 1, a distance of 42.11 feet; thence departing said East line, run South 59°28'32" West, a distance of 808.44 feet; thence run South 30°31'28" East, a distance of 10.00 feet, to a point on a curve concave Northwesterly, and having a radius of 893.51 feet; thence run Southwesterly, a distance of 503.17 feet, along the arc of said curve, through a central angle of 32°15'56", a chord bearing of South 75°36'30" West, and a chord distance of 496.55 feet; thence run North 01°44'28" East, a distance of 10.00 feet; thence run North 88°15'32" West, a distance of 80.07 feet to the POINT OF BEGINNING.

Said Parcel containing 1.365 Acres, more or less.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 34 TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING N89°55'33"E.

□ = 4"x4" CONCRETE MONUMENT	Δ = DELTA ANGLE	P.O.T. = POINT ON TANGENT
○ = IRON ROD & CAP	(D) = DEEDED	PRM = PERMANENT REFERENCE MONUMENT
@ = NAIL & DISK	DOC# = DOCUMENT NUMBER	PROP. = PROPOSED
N = NORTH	ID. = IDENTIFICATION	P.T. = POINT OF TANGENCY
S = SOUTH	L = ARC LENGTH	R = RADIUS
E = EAST	L1 = LINE NUMBER	RT. = RIGHT
W = WEST	LB = LICENSED BUSINESS	R/W = RIGHT OF WAY
C = CENTERLINE	LT. = LEFT	SEC. = SECTION
C1 = CURVE NUMBER	O.R.B. = OFFICIAL RECORDS BOOK	STA. = STATION
(C) = CALCULATED	P.B. = PLAT BOOK	T = TANGENT
CB = CHORD BEARING	P.C. = POINT OF CURVATURE	T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
CCR = CERTIFIED CORNER RECORD	P.O.C. = POINT ON CURVE	(XXXX) = PARCEL NUMBER
CH = CHORD LENGTH	PG(S) = PAGE(S)	
CM = CONCRETE MONUMENT	P.I. = POINT OF INTERSECTION	
	P. = PROPERTY LINE	

CERTIFIED TO: 1. ORANGE COUNTY, FLORIDA 2. 3. 4.		SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.		 ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7928													
PROJECT NAME: REAMS ROAD PROJECT NO.: CIP 5139		 SHERRY L. MANOR, PSM - LSA 8961 <small>THIS SKETCH AND LEGAL DESCRIPTION AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE SURVEYOR.</small>		 L & S Diversified Professional Surveyors and Mappers 489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707 PHONE 407.681.3836 FAX 407.681.6541 WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE 1647829													
PROJECT No. 190244 DRAWN DATE 2022.07.22 SURVEY BY N/A REVIEWED BY SM SURVEY DATE N/A APPROVED BY SM DRAWN BY CBV CLIENT FILE No. N/A																	
<table border="1"> <thead> <tr> <th>No.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>04/20/2023</td> <td>CBV</td> <td>REV. PER OC COMMENTS</td> </tr> <tr> <td>2</td> <td>07/09/2023</td> <td>AAN</td> <td>REV. PER OC COMMENTS</td> </tr> </tbody> </table>		No.	DATE	BY	DESCRIPTION	1	04/20/2023	CBV	REV. PER OC COMMENTS	2	07/09/2023	AAN	REV. PER OC COMMENTS				
No.	DATE	BY	DESCRIPTION														
1	04/20/2023	CBV	REV. PER OC COMMENTS														
2	07/09/2023	AAN	REV. PER OC COMMENTS														

Project: Reams Rd (Summerlake Park Blvd to Taborfield Ave.)
Parcel: 1016

**EXHIBIT B
FORM OF WARRANTY DEED**

Instrument:
Project:

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by <name(s)>, hereinafter called the GRANTORS, to Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTORS, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED EXHIBIT A

Property Appraiser's Parcel Identification Number:

a portion of

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTORS do hereby covenant with said GRANTEE that the GRANTORS are lawfully seized of said land in fee simple; that the GRANTORS have good right and lawful authority to sell and convey said land; that the GRANTORS do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and Grantors convey title to the land subject to the matters enumerated in **Exhibit B** attached hereto ("Permitted Encumbrances"), and made a part hereof by this reference and taxes accruing subsequent to December 31, 2022

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Instrument:
Project:

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed in their name.

Signed, sealed and delivered
in the presence of:

Witness

<name1>

Printed Name

Post Office



Witness

Printed Name

Witness

<name2>

Printed Name

P. O. Address



Witness

Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ and _____, who are personally known to me or who have each produced _____ and _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

This instrument prepared by:
_____, a staff employee
in the course of duty with
the Real Estate Management Division
of Orange County, Florida
P. O. Box 1393
Orlando, Florida 32802-1393

Notary Public in and for
the County and State aforesaid
My commission expires: _____

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EXHIBIT C DUE DILIGENCE CONTINGENCY

I. Orange County may obtain a report ("**Environmental Survey**") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "**Consultants**"). Such Environmental Survey may include, but not be limited to, the following:

- a. contamination of the "Property" (which term shall hereinafter be deemed to include any buildings or structures located thereon) by hazardous materials;
- b. apparent violation of environmental requirements upon or associated with activities upon the Property;
- c. the presence of any endangered or threatened species or plant life on the Property;
- d. whether the Property has any historical or archeological significance;
- e. potential incurrence of environmental damages by the owner(s) or operator(s) of the Property

(all of which shall hereinafter be collectively referred to as the "**Environmental Exceptions**")

The Environmental Survey may include, without limitation, the results of:

- a. a site inspection;
- b. interviews of present occupants of the Property;
- c. a review of public records concerning the Property and other properties in the vicinity of the Property;
- d. a review of aerial photographs of the Property and other evidence of historic land uses;
- e. soil and/or ground water testing and/or analysis;
- f. asbestos testing and/or analysis;
- g. testing and/or analysis of any other apparently applicable environmental hazard or condition; and
- h. building inspection.

The Environmental Survey shall include, (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Seller which do not impede the performance of the Environmental Survey. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey. The Environmental Survey will be performed within the 120-day Inspection Period.

III. Seller will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for Seller, or furnished to Seller, or its agents, or consultants, and Seller will make available to the Consultants any persons

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known to have knowledge of such matters. Orange County shall hold the Environmental Survey and any written materials furnished to it by Seller confidential except as required by law.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the Property which Orange County deems to require further evaluation, then, this Agreement is automatically extended pursuant to the terms of this Agreement for further testing. If the Environmental Survey or testing results are unacceptable to Orange County, then, this Agreement shall be terminated upon notice to Seller of such unacceptability with no party to this Agreement having any further liability to any other.

REQUEST FOR FUNDS / WIRE TRANSFER

Under BCC Approval

Under Ordinance Approval

Date: July 3, 2023

Total Amount: \$189,827.75

DEC 07/06/23

Project: Reams Road

Parcel: 1016

Charge to Account # [REDACTED]

07/15/23

Controlling Agency Approval Signature Date

Raymond Williams
Printed Name:

Fiscal Approval Signature Date

Belkys Jorge
Printed Name

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condemnation Post-Condemnation

N/A District # 1

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested
- Donation

The Closing City, LLC
 4725 W. Sand Lake Road, Suite 106
 Orlando, Florida 32819

Total Costs: \$189,827.75

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract/ Agreement
- Copy of Executed Instruments
- Copy of Unexecuted Instruments
- Certificate of Value
- Settlement Analysis

Payable to: The Closing City, LLC \$189,827.75

SPECIAL NOTE: Payment of \$189,827.75 To be made by Wire Transfer Only

Recommended by *Anmber Ayub*
Anmber Ayub, Program Manager, Real Estate Mgmt. Div.

7/3/2023
Date

Payment Approved Nemesie Esteves
Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Div.

Digitally signed by Nemesie Esteves
Date: 2023.07.05 10:43:13 -04'00'

Date

or
Payment Approved *Mindy T. Cummings*
Mindy T. Cummings, Manager, Real Estate Mgmt. Div.

7-10-2023
Date

Certified _____
Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

IMPORTANT: This parcel will close by Wire Transfer for the payment of \$189,827.75. Instructions will be sent once the closing date is determined. Please Contact David Sustachek @ 836-7082 if there are any questions.

APPROVED

BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 25 2023

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Katherine Ortiz, a staff employee
in the course of duty with the
Real Estate Management Division of Orange
County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:

A portion of: 01-24-27-0000-00-010

Instrument: 1016.1

Project: Reams Road

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by Joe E. Fairchild, as Surviving Successor Trustee of the Bronson & Fairchild Liquidating Trust, and Jane H. Fairchild, Individually and as the Original Trustee of the Jane H. Fairchild Trust u/a/d January 11, 2022, hereinafter called the GRANTORS, to Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTORS, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED SCHEDULE A

THE PROPERTY described herein is not the homestead of the GRANTORS, nor contiguous thereto, the GRANTORS reside at 470 E. Waldo Street, Groveland, Florida 34736, and 2150 Hedgerow Drive, Merritt Island, Florida 32953, respectively.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTORS do hereby covenant with said GRANTEE that the GRANTORS are lawfully seized of said land in fee simple; that the GRANTORS have good right and lawful authority to sell and convey said land; that the GRANTORS do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and Grantors convey title to the land subject to the matters enumerated in **Schedule B** attached hereto ("Permitted Encumbrances"), and made a part hereof by this reference and taxes accruing subsequent to December 31, 2023.

Instrument: 1016.1
Project: Reams Road

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed in their name.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1
Traci Leeman
Signature

Joe E. Fairchild
Joe E. Fairchild, as Surviving Successor Trustee of the Bronson & Fairchild Liquidating Trust,

Traci Leeman
Print Name

Mailing Address: 470 E. Waldo Street

Mailing Address: 4725 W. Sand Lake Rd. City: Groveland State: Florida

City: Orlando State: FL Zip Code: 34736

Zip Code: 32819

WITNESS #2
Cristina Serediva
Signature

Cristina Serediva
Print Name

Mailing Address: 4725 W. Sand Lake Rd.

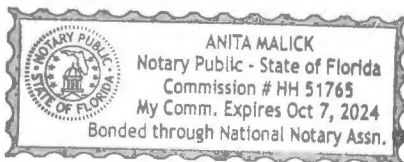
City: Orlando State: FL

Zip Code: 32819

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of December, 2023, by: Joe E. Fairchild, as Surviving Successor Trustee of the Bronson & Fairchild Liquidating Trust, is personally known to me or has produced Driver License as identification.

(Notary Stamp)



Anita Malick
Notary Signature

Anita Malick
Print Notary Name

Notary Public of: Florida

My Commission Expires: 10/7/24

{Signatures continued on following page}

Instrument: 1016.1
Project: Reams Road

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1
Traci Keenan
Signature

Jane H Fairchild
Jane H. Fairchild, Individually, and as the Original Trustee of the Jane H. Fairchild Trust u/a/d January 11, 2022

Traci Leemon
Print Name

Mailing Address: 2150 Hedgerow Drive

Mailing Address: 4725 W. Sand Lake Rd. City: Merritt Island State: Florida

City: Orlando State: FL Zip Code: 32953

Zip Code: 32819

WITNESS #2
[Signature]
Signature
Cristina Seredive
Print Name

Mailing Address: 4725 W Sand Lake Rd

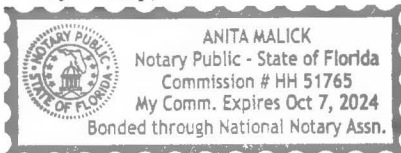
City: Orlando State: FL

Zip Code: 32819

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of December 2023, by Jane H. Fairchild, Individually, and as the Original Trustee of the Jane H. Fairchild Trust u/a/d January 11, 2022. The individual is personally known to me or has produced Driver License as identification.

(Notary Stamp)



[Signature]
Notary Signature
Anita Malick
Print Notary Name
Notary Public of: Florida
My Commission Expires: 10/7/24

Instrument: 1016.1
 Project: Reams Road

**SCHEDULE "A"
 LEGAL DESCRIPTION**

REAMS ROAD
 PARCEL NO. 1016

A portion of Section 1, Township 24 South, Range 27 East, and being a portion of that certain parcel of land as described in Official Records Book 5709, Page 264, Public Records of Orange County, Florida and more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of Section 1, Township 24 South, Range 27 East, Orange County, Florida; thence run North 89°54'17" East, a distance of 1694.98 feet along the South line of said Northwest 1/4 of Section 1; thence departing said line, run along the southerly line of the property described in Official Records Book 5602, Page 501, Public Records of Orange County, Florida, the following four (4) courses: (1) run North 00°11'29" East, a distance of 25.99 feet; (2) thence run North 89°59'49" West, a distance of 229.00 feet; (3) thence run North 00°13'01" West, a distance of 49.00 feet; (4) thence run South 89°15'12" West, a distance of 52.00 feet; thence departing said southerly line, run North 01°54'11" West along the westerly line of said property described in Official Records Book 5602, Page 501, a distance of 466.80 feet to the POINT OF BEGINNING; thence continuing along said westerly line, run North 01°54'11" West, a distance of 57.21 feet, to the existing Southerly Right of Way line of Reams Road as described in Plat Book 3, Pages 85 thru 87, Public Records of Orange County, Florida; thence departing said westerly line, run South 89°53'18" East, a distance of 224.71 feet to a point on a curve concave Northwesterly, and having a radius of 574.41 feet; thence run Northeasterly, a distance of 308.87 feet, along the arc of said curve and said existing Southerly Right of Way line, through a central angle of 30°48'32", a chord bearing of North 74°42'27" East, and a chord distance of 305.16 feet; thence run North 59°18'11" East, a distance of 849.83 feet; thence departing said Right of Way line, run South 00°07'01" West along the East line of the aforesaid Northwest 1/4 of Section 1, a distance of 42.14 feet; thence departing said East line, run South 59°28'32" West, a distance of 805.77 feet; thence run South 30°31'28" East, a distance of 10.00 feet, to a point on a curve concave Northwesterly, and having a radius of 893.51 feet; thence run Southwesterly, a distance of 503.17 feet, along the arc of said curve, through a central angle of 32°15'56", a chord bearing of South 75°36'30" West, and a chord distance of 496.55 feet; thence run North 01°44'28" East, a distance of 10.00 feet; thence run North 88°15'32" West, a distance of 78.18 feet to the POINT OF BEGINNING.

Said Parcel containing 1.363 Acres (59368 square feet), more or less.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING N89°55'33"E.

□ = 4"x4" CONCRETE MONUMENT	Δ = DELTA ANGLE	P.O.T. = POINT ON TANGENT
○ = IRON ROD & CAP	(D) = DEEDED	PRM = PERMANENT REFERENCE MONUMENT
⊙ = NAIL & DISK	DOC# = DOCUMENT NUMBER	PROP. = PROPOSED
N = NORTH	ID. = IDENTIFICATION	P.T. = POINT OF TANGENCY
S = SOUTH	L = ARC LENGTH	R = RADIUS
E = EAST	L1 = LINE NUMBER	RT. = RIGHT
W = WEST	LB = LICENSED BUSINESS	R/W = RIGHT OF WAY
Ⓢ = CENTERLINE	LT. = LEFT	SEC. = SECTION
C1 = CURVE NUMBER	O.R.B. = OFFICIAL RECORDS BOOK	STA. = STATION
(C) = CALCULATED	P.B. = PLAT BOOK	T = TANGENT
CB = CHORD BEARING	P.C. = POINT OF CURVATURE	T.C.E. = TEMPORARY CONSTRUCTION
CCR = CERTIFIED CORNER RECORD	P.O.C. = POINT ON CURVE	EASEMENT
CH = CHORD LENGTH	PG(S) = PAGE(S)	ⓧ = PARCEL NUMBER
CM = CONCRETE MONUMENT	P.I. = POINT OF INTERSECTION	
	ℙ = PROPERTY LINE	

CERTIFIED TO			
1. ORANGE COUNTY, FLORIDA			
2.			
3.			
4.			
PROJECT NAME: REAMS ROAD PROJECT NO.: CIP 5139			
PROJECT No.	190244	DRAWN DATE	2022.07.22
SURVEY BY	N/A	REVIEWED BY	SM
SURVEY DATE	N/A	APPROVED BY	SM
DRAWN BY	CBG	CLIENT FILE No.	N/A
No.	DATE	BY	DESCRIPTION
1	04/21/2022	CBG	REV. PER OC COMMENTS
2	02/09/2023	AAN	REV. PER OC COMMENTS
3	10/19/2023	AAN	REV. PER OC COMMENTS
4	12/01/2023	AAN	REV. PER OC COMMENTS

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 59-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 17 AND 452 OF THE FLORIDA STATUTES. THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 59-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

Digitally signed by Sherry Manor
 Date: 2023.12.04 11:45:49 -05'00'

SHERRY L. MANOR PSM [LS# 6961]

**ORANGE COUNTY PUBLIC WORKS
 ENGINEERING DIVISION**

4200 SOUTH JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32839-9205
 (407) 836-7929

**L & S
 Diversified**

Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
 PHONE 407.881.3886 | FAX 407.881.6543
 WWW.L&S.SURVEYOR.COM | INFO@L&S.SURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

Instrument: 1016.1
Project: Reams Road

**SCHEDULE B
PERMITTED ENCUMBRANCES**

1. Easement recorded in Official Records Book 1940, Page 879, of the Public Records of Orange County, Florida.
2. Natural Gas Pipeline Easement recorded in Official Records Book 10666, Page 468, of the Public Records of Orange County, Florida.
3. Pipeline Easement recorded in Official Records Book 4410, Page 1186, of the Public Records of Orange County, Florida.