



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: May 1, 2019

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

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Erica Guidroz, Acquisition Agent *RKB for EG*
Real Estate Management Division

CONTACT PERSON: **Paul Sladek, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7090

ACTION REQUESTED: Approval of Contract for Sale and Purchase and Warranty Deed between Sweetwater Golf & Country Club, Inc. and Orange County and authorization to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing

PROJECT: Pump Station 3226 (Sweetwater 1)

District 2

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities.

ITEMS: Contract for Sale and Purchase Agreement (Parcel 101)

Warranty Deed (Instrument 101.1)
Cost: \$26,300
Size: 1,692 square feet

BUDGET: Account No.: 4420-038-1559-0143-6110

FUNDS: \$27,214.23 Payable to First American Title Insurance Company
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: This fee acquisition is being acquired at the request of Orange County Utilities Department to facilitate construction of a new pump station which will replace the existing Pump Station No. 3226.

Seller to pay documentary stamp tax.

MAY 21 2019

Prepared by:

Jennifer Nendza an employee of
First American Title Insurance Company
2233 Lee Road, Suite 110, Winter Park, Florida 32789

Return to: Grantee

File No.: 2021-4203822

Project: Pump Station #3226 (Sweetwater 1)
Parcel: 101

WARRANTY DEED

This document has been executed and delivered under threat of condemnation. Therefore, this document is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).

THIS WARRANTY DEED is made this 8/14/19, between

Sweetwater Golf & Country Club Inc., a Florida corporation

Having a business address at: P.O. Box 917359, Longwood, FL 32791

("Grantor"). And

Orange County, a charter county and political subdivision of the state of Florida

Having a mailing address of: P.O. Box 1393, Orlando, Florida 32802 ("Grantee"),

Witnesseth, that the said grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, as granted, bargained, sold, remised, released, conveyed and confirmed unto said "grantee", its successors and assigns forever, following described land, situate, lying and being in the County of Orange, State of Florida, to-wit:

See Attached Schedule "A"

Parcel Identification Number: 36-20-28-0000-00-030

Subject, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirement imposed by governmental authorities, if any.

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

To Have and to Hold, the same in fee simple forever.

And Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all monetary encumbrances except taxes accruing subsequent to December 31st of 2018. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons.

In Witness Whereof, the Grantor has caused this Warranty Deed to be executed as of the day and year first above written.

Sweetwater Country Club/Inc., a Florida corporation

Walter Judge, Its President

Signed, sealed and delivered in our presence

Witness Signature

Witness Signature

Print Name:

Print Name:

State of Florida

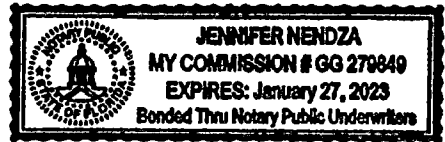
County of Seminole

The Foregoing Instrument Was Acknowledged before me on June 27, 2019 by Walter Judge the President of Sweetwater Golf & Country Club Inc., a Florida corporation who is personally known to me or has produced a valid Driver's License as identification.

Jennifer Nendza
Notary Public
Jennifer Nendza

(Printed Name)

My Commission expires: _____



{Notarial Seal}

**SCHEDULE "A"
SKETCH AND DESCRIPTION**

Legal Description:

A PORTION OF SWEETWATER GOLF & COUNTRY CLUB AS DESCRIBED IN WARRANTY DEED IN OFFICIAL RECORDS BOOK 6353, PAGE 3177 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT "A", VILLA D'ESTE AT SWEETWATER COUNTRY CLUB ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14 AT PAGE 34, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN SOUTH 87° 29' 57" WEST, ALONG THE NORTH LINE OF SAID TRACT "A", A DISTANCE OF 22.57 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 68° 51' 59" WEST, A DISTANCE OF 24.15 FEET; THENCE RUN NORTH 00° 42' 53" WEST, A DISTANCE OF 30.33 FEET; THENCE RUN NORTH 87° 29' 57" EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 45.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MAJESTIC OAK DRIVE; THENCE RUN SOUTH 00° 28' 57" WEST, ALONG SAID WEST RIGHT-OF-LINE LINE, A DISTANCE OF 7.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A CENTRAL ANGLE OF 02° 59' 00"; THENCE RUN ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-LINE, HAVING A RADIUS 616.18 FEET, A CHORD BEARING SOUTH 01° 00' 33" EAST A DISTANCE OF 32.08 FEET, AN ARC DISTANCE OF 32.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 1692 SQUARE FEET OR 0.039 ACRES, MORE OR LESS.

Robert M. Jones 8-21-18

Robert M. Jones
Florida Professional Surveyor and Mapper No.4201

THIS IS NOT A SURVEY

PROJECT TITLE: Orange County Utilities Department
Pump Station #3226 Sketch and Description
Majestic Oak Drive (Sweetwater 1)

8/15/2018	TW	BEVEL SW CORNER OF PROPOSED PARCEL
DATE	BY	DESCRIPTION



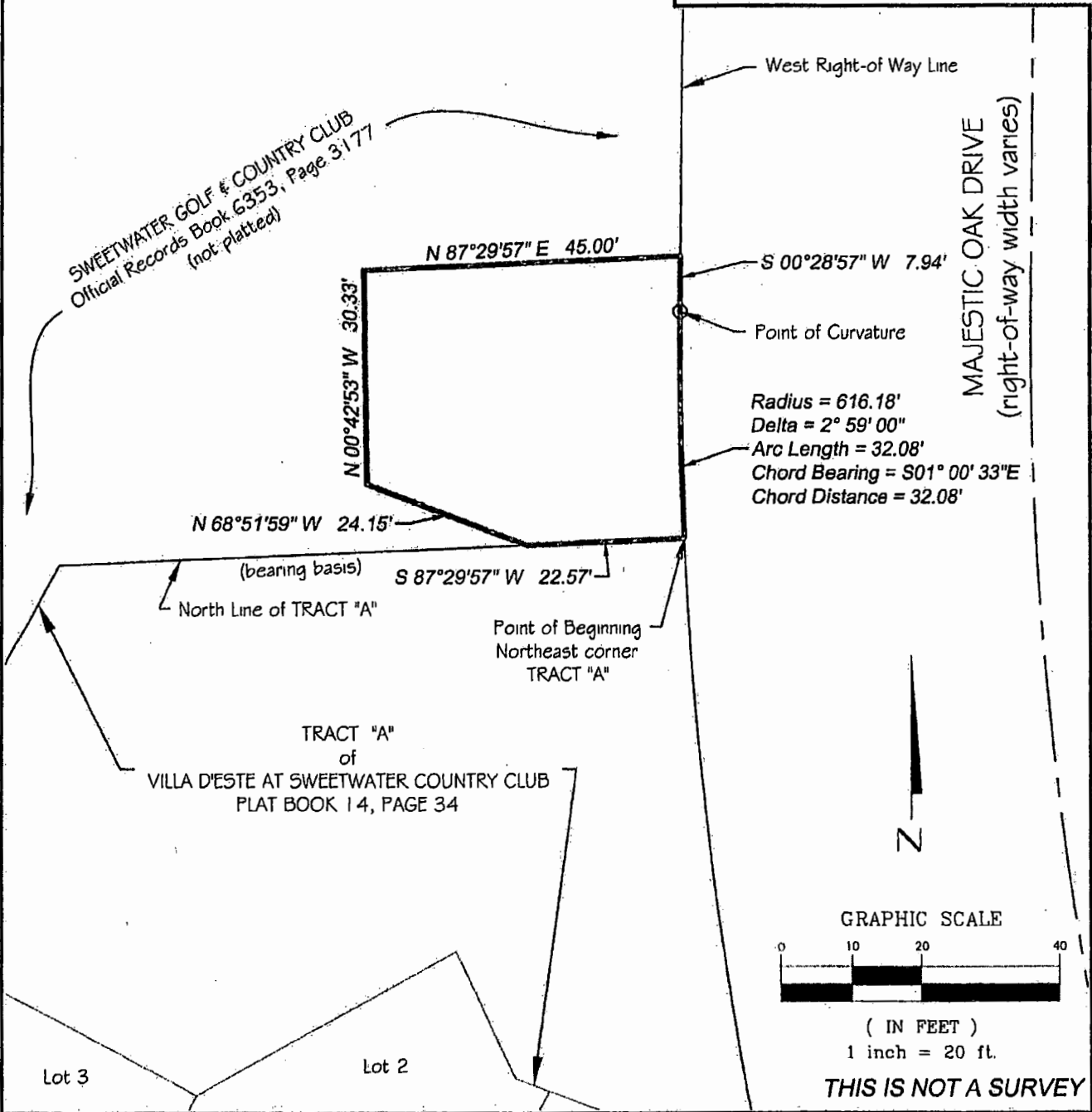
Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576
Certificate of Authorization Number LB-0007932

DRAWN BY: PEW		CHKD. BY: RMJ
DATE: 10/12/2017		DATE: 10/12/2017
JOB No. 6374.17.1080	SCALE: N/A	SHT. 1 OF 3

DRAWING NAME: 1060 OCU PS 3226.dwg

A:\6374\2017\6374171080 - OCU PS # 3226 (Sweetwater 1)\Acad\1060 OCU PS 3226.dwg, 8/15/2018 11:04:07 AM, ANSI full bleed A (8.50 x 11.00 Inches)

**SCHEDULE "A"
SKETCH AND DESCRIPTION**



P:\6374\2017\6374171060 - OCU PS # 3226 (Sweetwater 1)\Acad\1060 OCU PS 3226.dwg, 8/15/2018 11:04:10 AM, ANSI expand A (8.50 x 11.00 Inches)

PROJECT TITLE: Orange County Utilities Department
Pump Station #3226 Sketch and Description
Majestic Oak Drive (Sweetwater 1)



Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576
Certificate of Authorization Number LB-0007932

8/15/2016	TW	BEVEL SW CORNER OF PROPOSED PARCEL
DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: PEW	CHKD. BY: RMJ	
DATE: 10/12/2017	DATE: 10/12/2017	
JOB No. 6374.17.1060	SCALE: N/A	SHT. 3 OF 3
DRAWING NAME: 1060 OCU PS 3226.dwg		

**SCHEDULE "A"
SKETCH AND DESCRIPTION**

Surveyor's Notes:

1. This Sketch of Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Bearings shown hereon are based on the North Line of Tract "A" VILLA D'ESTE SWEETWATER COUNTRY CLUB, Plat Book 14 at Page 34, as being South 87° 29' 57" West.
3. This Sketch of Description does not address the identification or location of jurisdictional wetlands or sovereign lands, if any, that may or may not lie within or adjacent to the project area.
4. The location and configuration of the Sketch of Description shown hereon was provided by the client.
5. Certified to and for the exclusive use of Orange County, a charter county and a political subdivision of the State of Florida.
6. The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm. Instruments of record shown or noted hereon are based on First American Title Insurance Company, TITLE SEARCH REPORT file number 2037-3501740, dated February 10, 2016. All referenced documents are filed in the Public Records of Orange County, Florida. Note: Numbers listed below match encumbrances numbers listed in the report. All encumbrances that affect the lands are listed below:

Encumbrances:

11. Re-recorded Supplemental Declaration of Covenants and Restrictions, as recorded in Official Records Book 3391, Page 2514, Public Records of Orange County, Florida. **blanket - not plotable.**
13. Agreement as recorded in Official Records Book 3944, Page 2414, Public Records of Orange County, Florida. **may effect lands - not plotable.**
14. Easement agreement as recorded in Official Records Book 4025, Page 4927, Public Records of Orange County, Florida. **may effect lands - not plotable.**
15. Agreement as recorded in Official Records Book 4113, Page 1925, Public Records of Orange County, Florida. **may effect lands - not plotable.**
19. Final Judgement as recorded in Official Records Book 5114, Page 0970, Public Records of Orange County, Florida. **may effect lands - not plotable.**
23. Second Amendment to Supplemental Declaration of Covenants and Restrictions as recorded in Official Records Book 9650, Page 1653, Public Records of Orange County, Florida. **may effect lands - not plotable.**
24. Third Amendment to Supplemental Declaration of Covenants and Restrictions as recorded in Official Records Book 9650, Page 1669, Public Records of Orange County, Florida. **may effect lands - not plotable.**
25. Amendment to Supplemental Declaration of Covenants and Restrictions as recorded in Official Records Book 9650, Page 1642, Public Records of Orange County, Florida. **may effect lands - not plotable.**
26. Agreement as recorded in Official Records Book 10414, Page 8516, Public Records of Orange County, Florida. **may effect lands - not plotable.**

P:\6374\2017\6374171060 - OCU PS # 3226 (Sweetwater 1)\Acad\1060 OCU PS 3226.dwg, 8/15/2018 11:04:08 AM, ANSI expand A (8.50 x 11.00 inches)

PROJECT TITLE:
Orange County Utilities Department
Pump Station #3226 Sketch and Description
Majestic Oak Drive (Sweetwater 1)



Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576
Certificate of Authorization Number LB-0007932

8/16/2018	TW	BEVEL SW CORNER OF PROPOSED PARCEL
DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: PEW	CHKD. BY: RMJ	
DATE: 10/12/2017	DATE: 10/12/2017	
JOB No. 6374.17.1060	SCALE: N/A	SHT. 2 OF 3
DRAWING NAME: 1060 OCU PS 3226.dwg		

REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: 05/01/2019

Amount: \$27,214.23

Project: Pump Station 3226 (Sweetwater 1)

Parcel: 101

Charge to Account # 4420-038-1503-87-6110
1559-0143

Charles S. Pinner 5-2-19
Controlling Agency Approval Signature Date

Charles S. Pinner
Printed Name:

[Signature] 5/2/19
Fiscal Approval Signature Date

Printed Name

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condemnation Post-Condemnation

N/A District # 2

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

First American Title Insurance Company

Purchase Price \$26,300.00
Closing Costs/Title Insurance: \$826.23
Recording Fees: \$ 88.00

Total \$27,214.23

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract
- Copy of Executed Instruments
- Certificate of Value
- Settlement Analysis

Payable to: First American Title Insurance Company, 2301 Maitland Center Pkwy, Suite 450, Maitland, FL 32751

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by Erica Guidroz
Erica Guidroz, Acquisition Agent

5-1-19
Date

Payment Approved Paul Sladek
Paul Sladek, Manager, Real Estate Management Division

5/1/19
Date

or
Payment Approved _____
Russell Corriveau, Asst. Mgr. Real Estate Management Div.

_____ Date

Certified Katie Pinner
Approved by BCC Deputy Clerk to the Board

MAY 21 2019
Date

Examined/Approved _____
Comptroller/Government Grants

_____ Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as checks are available.
Anticipated Closing Date: TBD
Please Contact Acquisition Agent @ 67036 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 21 2019

Project: Pump Station 3226 (Sweetwater 1)
Parcel: 101

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 21 2019

CONTRACT FOR SALE AND PURCHASE

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS CONTRACT, made between Sweetwater Golf & Country Club, Inc., a Florida corporation, hereinafter referred to as SELLER, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as BUYER.

WITNESSETH:

WHEREAS, BUYER requires the land described on **Schedule "A"** attached hereto for the above referenced project and SELLER agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Number(s)

36-20-28-0000-00-030

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), each to the other paid, the parties hereto agree as follows:

1. SELLER agrees to sell and convey said land unto BUYER by Warranty Deed, free and clear of all liens and encumbrances, for the total sum of Twenty Six Thousand and Three-Hundred Dollars (\$26,300.00).
2. This transaction shall be closed and the deed and other closing papers delivered on or before 90 days from the Effective Date of this CONTRACT. Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801, or at a Title Company designated by the BUYER.
3. SELLER agrees that prior to closing, 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. 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.
4. Expenses:
 - A. 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 First American Title Insurance Company to the County tax collector on SELLER'S behalf. Unless the conveyance

Project: Pump Station 3226 (Sweetwater 1)
Parcel: 101

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 closing, 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.

- B. SELLER agrees to pay the state documentary stamp tax, which will be deducted from proceeds upon closing and remitted by First American Title Insurance Company on behalf of SELLER in connection with the recording of the fees.
 - C. Title insurance is to be paid by BUYER.
 - D. Survey is to be paid by BUYER.
5. This CONTRACT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between SELLER and BUYER, made with respect to the matters herein contained, and when duly executed constitute the CONTRACT between SELLER and BUYER. No additions, alterations, or variations to the terms of this CONTRACT shall be valid, nor can provisions of this CONTRACT be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.
6. Special clauses:
- A. This CONTRACT is contingent upon delivery by SELLER to BUYER in recordable form all instruments necessary to convey clear title to the property.
 - B. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
 - C. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.
 - D. Effective Date: This CONTRACT shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division, as may be appropriate.
 - E. BUYER shall have ninety (90) days after the Effective date. (the "Inspection Period") to determine whether BUYER is willing to accept title to and acquire the property from SELLER. On or before twenty (20) days following the Effective Date of this CONTRACT, BUYER shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to insure BUYER as purchaser of the property in the amount of the purchase price (hereinafter referred to as 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

Project: Pump Station 3226 (Sweetwater 1)

Parcel: 101

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 (hereinafter referred to as "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 Paragraph 2 hereof. 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 CONTRACT on account thereof, (c) elect to close its purchase of the property and accept a conveyance of SELLER's title thereto subject to and notwithstanding the existence of the Title Defects on the date specified in Paragraph 2 hereof, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the closing date specified in Paragraph 2 hereof. In the event that BUYER elects to terminate this CONTRACT 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 Inspection Period described herein, this CONTRACT 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.

- F. Survey. Within sixty (60) days of the Effective Date of this CONTRACT, BUYER may obtain a current boundary survey of the property. The survey shall be certified to BUYER and First American Title Insurance Company 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 OWNER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this CONTRACT 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 "Exceptions," as defined herein. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.
- G. BUYER agrees to construct a new, replacement Pump Station 3226 (Sweetwater 1) at the site acquired by Orange County pursuant to this contract known as Parcel 101 (the "New Pump Station") and the existing pump station site, currently located within the right-of-way of Majestic Oak Drive approximately 300 feet north of Parcel 101, will be converted into a manhole and further known as Pump Station 3226R.

Project: Pump Station 3226 (Sweetwater 1)
Parcel: 101

- 11. BUYER agrees to construct an 8-foot high wall with 8-inch split face arch concrete block CMU (Concrete Masonry Unit) at the perimeter but within of Parcel 101, during the construction phase of the New Pump Station. As part of such construction, BUYER will also construct, as the access to the New Pump Station through such wall, a standard black anodized aluminum swing gate that has the appearance of wrought iron.

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

SELLER
Sweetwater Golf & Country Club, Inc., a Florida corporation
BY: Walter Judge, Its President
Post Office Address
2600 Balzano Drive
Apopka, FL 32712

DATE: APRIL 20, 2019

(Corporate Seal)

BUYER
Orange County, Florida
BY: Erica Guidroz, Its Agent

DATE: 5-1-2019

Project: Pump Station 3226 (Sweetwater 1)
Parcel: 101

EXHIBIT "B"

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"), within ninety (90) days from Effective Date. Such Environmental Survey may include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions").

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

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;
- (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.

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

Project: Pump Station 3226 (Sweetwater 1)

Parcel: 101

available to the Consultants any persons 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 CONTRACT is automatically extended an additional ninety (90) days for further testing. If the Environmental Survey or testing results are unacceptable to Orange County, then, this CONTRACT shall be terminated upon notice to SELLER of such unacceptability with no party to this CONTRACT having any further liability to any other.



**SCHEDULE "A"
SKETCH AND DESCRIPTION**

Legal Description:

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Robert M. Jones 8-21-18
Robert M. Jones

Florida Professional Surveyor and Mapper No.4201

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Orange County Utilities Department
Pump Station #3226 Sketch and Description
Majestic Oak Drive (Sweetwater 1)



Amec Foster Wheeler
Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
 Phone: (407) 522-7570 Fax: (407) 522-7576
 Certificate of Authorization Number LB-0007932

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DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: PEW	CHKD. BY: RMJ	
DATE: 10/12/2017	DATE: 10/12/2017	
JOB No. 6374.17.1060	SCALE N/A	SHT. 1 OF 3
DRAWING NAME: 1060 OCU PS 3226.dwg		

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11. Re-recorded Supplemental Declaration of Covenants and Restrictions, as recorded in Official Records Book 3391, Page 2514, Public Records of Orange County, Florida. **blanket - not plotable.**
13. Agreement as recorded in Official Records Book 3944, Page 2414, Public Records of Orange County, Florida. **may effect lands - not plotable.**
14. Easement agreement as recorded in Official Records Book 4025, Page 4927, Public Records of Orange County, Florida. **may effect lands - not plotable.**
15. Agreement as recorded in Official Records Book 4113, Page 1925, Public Records of Orange County, Florida. **may effect lands - not plotable.**
19. Final Judgement as recorded in Official Records Book 5114, Page 0970, Public Records of Orange County, Florida. **may effect lands - not plotable.**
23. Second Amendment to Supplemental Declaration of Covenants and Restrictions as recorded in Official Records Book 9650, Page 1653, Public Records of Orange County, Florida. **may effect lands - not plotable.**
24. Third Amendment to Supplemental Declaration of Covenants and Restrictions as recorded in Official Records Book 9650, Page 1669, Public Records of Orange County, Florida. **may effect lands - not plotable.**
25. Amendment to Supplemental Declaration of Covenants and Restrictions as recorded in Official Records Book 9650, Page 1642, Public Records of Orange County, Florida. **may effect lands - not plotable.**
26. Agreement as recorded in Official Records Book 10414, Page 8516, Public Records of Orange County, Florida. **may effect lands - not plotable.**

PROJECT TITLE:

**Orange County Utilities Department
Pump Station #3226 Sketch and Description
Majestic Oak Drive (Sweetwater 1)**



Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576
Certificate of Authorization Number LB-0007932

01/15/2018	TW	BEVEL SW CORNER OF PROPOSED PARCEL
DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: PEW	CHKD. BY: RMJ	
DATE: 10/12/2017	DATE: 10/12/2017	
JOB No. 6374.17.1060	SCALE: N/A	SHT. 2 OF 3
DRAWING NAME: 1060 OCU PS 3226.dwg		

P:\6374\2017\6374171060 - OCU PS # 3226 (Sweetwater 1)\Acad\1060 OCU PS 3226.dwg, 8/15/2018 11:04:08 AM, ANSI expand A (8.50 x 11.00 inches)

**SCHEDULE "A"
SKETCH AND DESCRIPTION**

SWEETWATER GOLF & COUNTRY CLUB
Official Records Book 6353, Page 3177
(not platted)

N 87°29'57" E 45.00'

N 00°42'53" W 30.33'

West Right-of Way Line

S 00°28'57" W 7.94'

Point of Curvature

Radius = 616.18'

Delta = 2° 59' 00"

Arc Length = 32.08'

Chord Bearing = S01° 00' 33"E

Chord Distance = 32.08'

MAJESTIC OAK DRIVE
(right-of-way width varies)

N 68°51'59" W 24.15'

(bearing basis)

S 87°29'57" W 22.57'

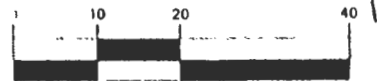
North Line of TRACT "A"

Point of Beginning
Northeast corner
TRACT "A"

TRACT "A"
of
VILLA D'ESTE AT SWEETWATER COUNTRY CLUB
PLAT BOOK 14, PAGE 34



GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

THIS IS NOT A SURVEY

Lot 3

Lot 2

PROJECT TITLE:

**Orange County Utilities Department
Pump Station #3226 Sketch and Description
Majestic Oak Drive (Sweetwater 1)**



Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576
Certificate of Authorization Number LB-0007932

8/15/2016 TW BEVEL SW CORNER OF PROPOSED PARCEL

DATE	BY	DESCRIPTION
		REVISION

DRAWN BY: PEW	CHKD. BY: RMJ
DATE: 10/12/2017	DATE: 10/12/2017

JOB No. 6374.17.1060	SCALE N/A	SHT. 3 OF 3
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DRAWING NAME: 1060 OCU PS 3226.dwg

P:\6374\2017\637417.1060 - OCU PS # 3226 (Sweetwater 1)\Acad\1060 OCU PS 3226.dwg, 8/15/2018 11:04:10 AM, ANSI expand A (8.50 x 11.00 inches)

Handwritten signature or initials.

CERTIFICATE OF VALUE

Project: Pump Station 3226 (Sweetwater I)

County: Orange

Parcel No.: 101

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the acquisition by Orange County.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Orange County and I will not do so until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of Orange County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 7th day of February, 2018, is:

TWENTY-THREE THOUSAND THREE HUNDRED DOLLARS

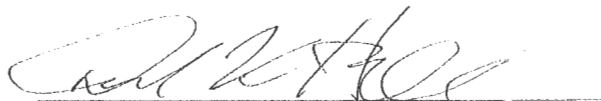
Market value should be allocated as follows:

LAND	<u>\$ 19,800</u>
IMPROVEMENTS	<u>\$ 2,500</u>
NET DAMAGES &/OR	
COST TO CURE	<u>\$ 1,000</u>
TOTAL	<u>\$ 23,300</u>

LAND AREA: (Ac/SF)	<u>1,792 SF</u>
Land Use (HABU as vacant):	<u>Residential</u>

February 9, 2018

DATE



DAVID K. HALL, ASA

State-Certified General Appraiser #RZ1314

ADDENDUM TO CERTIFICATE

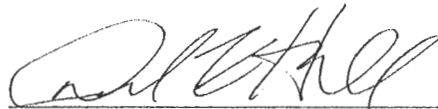
- I hereby certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct. This report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, and the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.
- The American Society of Appraisers has a mandatory re-certification program for all of its Senior Members. Mr. Hall is in compliance with that program.
- The following individual provided significant professional assistance to the undersigned real estate appraiser.

Craig S. Adams, State-Certified General Appraiser No. RZ665. Mr. Adams assisted the appraiser in field inspections of the subject and comparable properties, collection and analysis of comparable sales and rentals, data verification, valuation analysis and report writing.

- Amec Foster Wheeler, Environment & Infrastructure, Inc., furnished a Legal Description and Sketch of Description for Parcel 101.

February 9, 2018

Date



David K. Hall, ASA

State-Certified General Appraiser #RZ1314

Project: Pump Station 3226 (Sweetwater 1)
Parcel No.: 101
Name of Owner: Sweetwater Golf & Country Club, Inc.
Page No.: 1

SETTLEMENT ANALYSIS

 Pre-Condemnation
 X Not Under Threat

County's Appraised Value

Land: 1692 Square Ft.	\$ 19,800.00
Improvements: 40 L. Ft. of Fencing along the east side of fee simple acquisition, 3 Trees, Grass Sod	\$ 2,500.00
Cost-to-Cure: Reestablish fencing on north and west sides of the pump station measuring 85 L. Ft.	\$ 1,000.00
Other Damages: N/A	\$ 0.00
Total Appraisal Value	<u>\$ 23,300.00</u>

Owner's Requested Amount—Initial

Owner's Counter Offer (Global):	\$ 30,000
Total Owner's Requested Amount—Initial:	<u>\$ 30,000</u>

Owner's Requested Amount—After Negotiations

Owner's Counter Offer (Global):	\$ 26,300.00
Total Owner's Requested Amount—After Negotiations:	<u>\$ 26,300.00</u>

EXPLANATION OF RECOMMENDED SETTLEMENT

(Memorandum to File pursuant to Section 4 of Ordinance 92-29)

The subject property is located at the west side of Majestic Drive. The parent tract contains 56.220 acres and is a portion of Sweetwater Golf & Country Club. The portion being acquired is a part of the Sweetwater Golf & Country Club, however this portion is vacant. The golf course is an integral part of the overall golf course community, which is improved with single-family residences, the golf course, and other amenities. The project parcel is not under threat and is described as follows:

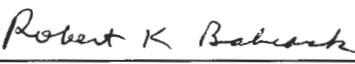
Project: Pump Station 3226 (Sweetwater 1)
Parcel No.: 101
Name of Owner: Sweetwater Golf & Country Club, Inc.
Page No.: 2

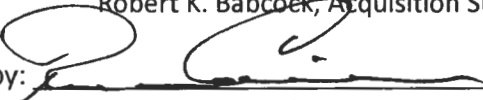
Parcel 101 is a Fee Simple acquisition located on Majestic Oak Drive in the Sweetwater Golf & Country Club Community, adjoining the golf course. The subject parcel contains 1,692 square feet and is desired by Orange County Utilities Department to construct a replacement Pump Station. Pump Station # 3226-Sweetwater #1, is currently in the County Right of way. Upon completion, the new relocated pump station will be named Pump Station #3226-Sweetwater-1 and will allow the pump station to be moved for safety purposes out of the right of way located on Majestic Drive.

An original offer of \$23,300.00 was made for parcel 101 at appraised value and containing 1,792 square feet. A counteroffer of \$30,000.00 was received from the President of Sweetwater Golf & Country Club. He was concerned that the pump station would create an eye sore for the current and possible future residents and would take out one of the neighboring HOA's walls. Upon Discussions with Orange County Utilities Department, we were able to include a concrete wall to enclose the pump station with an anodized aluminum gate with the appearance of wrought iron and reduce the acquisition by 100 square feet, thus avoiding the HOA wall. The reduction in 100 square feet of the appraisal lowered the land value, however by shifting the requested pump station site to the northeast the acquisition incurred replacement cost for bushes and fencing, the cost was added into the improvements and cost of cure to keep the original offer at \$23,300. Negotiation terms for the acquisition are to include the addition of the wall and gate and reducing the land area being acquired so that the HOA wall can remain. The revised acquisition area is 1,692 square feet with the 100 square feet being removed from the southwest corner. This gives the property and pump station a more aesthetic appeal. A counteroffer of \$26,300.00 was made and accepted.

I support and recommend accepting the negotiated amount of \$26,300.00. This settlement is in line with other settlements working with the Orange County Utilities Department. This acquisition will enable Orange County Utilities Department to maintain its current schedule for the updating and replacement of an Orange County pump station. I recommend and request approval of the \$26,300.00 for this agreement.

Recommended by:  Date: 5-1-19
Erica Guidroz, Acquisition Agent, Real Estate Mgmt. Division

Recommended by:  Date: 5-1-19
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by:  Date: 5/1/19
Russell Corriveau, Assistant Manager, Real Estate Mgmt. Division

or
Approved by: _____ Date: _____
Paul Sladek, Manager, Real Estate Mgmt. Division