



Legislation Text

File #: 26-0397, **Version:** 1

Interoffice Memorandum

DATE: March 6, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Joanna Baruk, Assistant Project Manager

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Contract for Purchase and Sale by and between Gary R. Culbertson and Carol T. Culbertson and Orange County; approval of Warranty Deed; and authorization to perform all actions necessary and incidental to closing, disburse funds to pay purchase price, closing costs and recording fees, and record instruments for Lake Mary Jane / Isle of Pines (Parcel 112). District 4.
(Real Estate Management Division)

PROJECT: Lake Mary Jane / Isle of Pines (Parcel 112)

PURPOSE: To provide access for the construction, operation, and maintenance of a new drainage pipe.

ITEM:

Contract for Purchase and Sale (Parcel 112)

Size: 1.47 Acres

Warranty Deed Instrument (112.1)

BUDGET: Account No.: 1004 072 3010 6110

REVENUE: None

FUNDS:

\$830,352.75 - Payable to Florida Guaranteed Title, Escrow & Abstract, Inc.

\$825,700 (for purchase price)

\$4,652.75 (for closing costs and recording fees)

APPROVALS:

Real Estate Management Division

County Attorney's Office

Roads and Drainage Division

REMARKS: The Roads and Drainage Division has requested the acquisition of Parcel ID 25-24-31-3880-01-890, located at 13522 South Lake Mary Jane Road, Orlando, Florida 32832 to facilitate the installation of a new drainage pipe. This improvement is necessary to provide proper stormwater conveyance and resolve ongoing flooding issues along South Lake Mary Jane Road.



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: April 7, 2026

TO: Joanna Baruk, Assistant Project Manager
Real Estate Management Division, BCC

FROM: Jennifer Lara-Klimetz, Manager *NP for JLK*
Comptroller Clerk of the BCC

SUBJECT: April 7, 2026, Administrative Services Department Consent Agenda Item
9, Warranty Deed Instrument 112.1

The above-referenced document was approved by the BCC on April 7, 2026. The Comptroller Clerk's Office has not received the Warranty Deed for distribution, and filing for the record. If this document is not available, notify me in writing as to its status for our records.

Upon forwarding the document to the Comptroller Clerk's Office, attach a transmittal slip or cover memo to the attention of the Deputy Clerk, identifying the document by name, agenda item number, and date of BCC approval. I will process the document and file for the record as soon as it is received.

After 90 days, a pending documents list is routinely forwarded to the County Administrator's Office for review. Please expedite this request so the document can be processed and filed for the record timely. Your assistance in accounting for Board-approved documents is very much appreciated.

jlk:np

dl: Luciana Mino, Assistant Manager, Real Estate Management Division, BCC [email]
Jeffrey J. Newton, County Attorney, BCC [email]
Carla Bell Johnson, Deputy County Administrator, BCC [email]
Ambar Payne, Executive Assistant, Administrative Services Department, BCC
[email]
Laura F. Lee, Administrative Assistant, Real Estate Management Division, BCC
[email]
Pending File

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 07 2026

Project: 112
Parcel: Lake Mary Jane / Isle of Pines

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 Gary R. Culbertson and Carol T. Culbertson, husband and wife (“**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 Number(s)

25-24-31-3880-01-890

(hereinafter referred to as the “**Property**”)

- B. BUYER requires the land described on Exhibit A attached hereto for the above referenced project and SELLER agrees to furnish said land for such purpose (the “**Project**”). Such legal description may be updated when the Survey is received (as defined in Section 8.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 shall provide sufficient evidence to County’s and the Closing Agent’s satisfaction that the following unrecorded property agreement is extinguished and does not in any way affect the Seller receiving free and clear title to the Property at Closing: Neighboring Property Agreement effective March 1, 2024, attached and incorporated by reference as Exhibit D.

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c. 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 land unto Buyer by Deed for Property, free and clear of all liens and encumbrances, for the total sum of Eight Hundred Twenty-Five Thousand Seven Hundred and no/100ths Dollars (\$825,700.00).

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 or accelerated 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
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

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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, cured within the timeframes set forth below.

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 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 "Exceptions," 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.

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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 Contingency**, attached hereto as **Exhibit C**, 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. The parties may mutually agree to accelerate the Closing date, which date may be prior to the expiration of the Inspection Period if agreed to by both Buyer and Seller. The Manager or Assistant Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Buyer, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to this Section.

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. Such documents shall be executed and delivered to the Closing Agent on or before the Closing Date.

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:
Gary R. Culbertson and Carol T. Culbertson 13522 Lake Mary Jane Road Orlando, Florida 32832	Alison Pitkanen Alison Pitkanen Law Firm LLC 10524 Moss Park Road Orlando, Florida 32832
As to Purchaser:	with a copy to:
Orange County, Florida Real Estate Management Division Attn: Manager 400 E. South St., 5th Floor Orlando, Florida 32801	Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801

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

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

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

e. Entire Agreement. This Agreement 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 Agreement between Seller and Buyer. 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.

f. Delegation of Authority. The Manager or Assistant 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 this Contract, including the extension or acceleration of the Closing Date, if needed, up to 120 days or to terminate the same for cause.

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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



Gary R. Culbertson


Date: 2/24/26



Carol T. Culbertson

Date: 2/24/2026

Presented to Seller on behalf of Orange County by:



Steve Cochran, Acquisition Agent
Orange County Real Estate Management Division

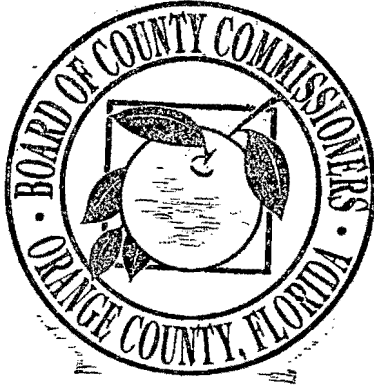
Date: 2/24/2026

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BUYER

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



B. Demings
for Jerry L. Demings
Orange County Mayor

Date: 7 April 2026

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

BY:

Jennifer Lara-Klimetz
Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

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**EXHIBIT A
LEGAL DESCRIPTION**

Parcel ID# 25-24-31-3880-01-890

Lot 189, FOURTH ADDITION TO ISLE OF PINES, according to the Plat thereof recorded in Plat Book U, Pages 132 and 133, of the Public Records of Orange County, Florida.

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**EXHIBIT B
FORM OF WARRANTY DEED**

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

Joanna Baruk, 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:
25-24-31-3880-01-890

Instrument: 112.1
Project: Lake Mary Jane / Isle of Pines

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by Gary R. Culbertson and Carol T. Culbertson, husband and wife, 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:

Lot 189, FOURTH ADDITION TO ISLE OF PINES, according to the Plat thereof recorded in Plat Book U, Pages 132 and 133, of the Public Records of Orange County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

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 that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2025.

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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 (as to both signatures)

Signature

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

FORM NOT FOR SIGNATURE

Gary R. Culbertson

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

WITNESS #2 (as to both signatures)

Signature

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

FORM NOT FOR SIGNATURE

Carol T. Culbertson

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by Gary R. Culbertson and Carol T. Culbertson, husband and wife. The individuals are personally known to me or have produced _____ and _____ as identification.

(Notary Stamp)

Notary Signature

Print Notary Name

Notary Public of: _____

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**"), within ninety (90) days from Effective Date. 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.

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

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Seller, or its agents, or consultants, and Seller will make 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 Agreement 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 Agreement shall be terminated upon notice to Seller of such unacceptability with no party to this Agreement having any further liability to any other.

REAL ESTATE MANAGEMENT REQUEST FOR FUNDS (RFF)

Project Name: Lake Mary Jane / Isle of Pines

Date: February 19, 2026

Parcel #: 112

District #: 4

Approval: BCC

Type of Transaction: N/A

Acquisition at Above Approved Appraisal

Total Amount: \$ 830,352.75

Charge to Account: 1004 072 3010 6110

PW - Roads & Drainage Division

Controlling Agency's Approval Signature:

George Shupp Project Manager
Print Name and Title

George Shupp 2/23/26
Signature (must be wet ink) Date

Controlling Agency's Fiscal Approval Signature:
Pat Davis

Pat Davis 2-24-26
Print Name and Title Date

Pat Davis 2-24-26
Signature (must be wet ink) Date

Form Prepared by:

Steve Cochran

407-836-7093

steve.cochran@ocfl.net

PAYABLE TO:

Florida Guaranteed Title, Escrow & Abstract, Inc.
1055 South Federal Highway
Hollywood, Florida 33020
FEIN No.: 65-0580669

\$825,700 (for purchase price)

\$4,652.75 (for closing costs and recording fees)

Total \$830,352.75

SPECIAL INSTRUCTIONS:

Wire Transfer

REAL ESTATE MANAGEMENT APPROVAL

Luciana Miro 3/12/2026
Luciana Miro, Assistant Manager Date

ORDINANCE Stamp

BCC APPROVAL

Halle Perry APR 07 2026
Deputy Clerk of the Board Signature Date

BCC Stamp

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 07 2026

Real Estate Management Division Use Only Routing Checklist Approval Dates

Agency _____ REM Mgmt. _____ BCC X Finance _____