



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: September 13, 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 Van Hai Huynh and Thanh Huynh and Orange County, approval of Warranty Deed, and authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Contract for Purchase and Sale, disburse funds to pay purchase price in the amount of \$2,606,392.45, and perform all actions necessary and incidental to closing.

PROJECT: Green PLACE Parcel 173
District 1

PURPOSE: To preserve Environmentally Sensitive Lands (ESL)

ITEMS: Contract for Purchase and Sale
(Parcel 173)
Cost: \$2,606,392.45
Size: 18.152 acres

Warranty Deed
(Instrument 173.1)

BUDGET: Account No.: 1023-068-4303-6110

FUNDS: \$2,606,392.45 Payable to Cobblestone Title Services, LLC
(purchase price, title insurance, and closing costs)

APPROVALS: Real Estate Management Division
County Attorney's Office
Environmental Protection Division

REMARKS: The property is located along the southwest side of Reams Road, proximate to its intersection with Greenbank Boulevard, with a physical address of 13416 Reams Road, Windermere, Florida 34786 ("Property") (see map below). The triangle shaped property contains 19.610 acres, is currently zoned A-1 Citrus Rural District, with a Village future land use. The parcel is located within Zones "X" and "A" according to FEMA Flood Map 12095C0390F.

This action adds 18.152 acres of ESL to the Environmental Protection Division's Green PLACE Program. Orange County Public Works Department is purchasing the remaining acreage.

Property meets the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 ESL Acquisition (see criteria below) and provides water resource protection, aquifer recharge and floodplain storage; closes gaps between other publicly owned lands and enhances an existing wildlife corridor.

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.

Administrative Regulation 11.07.01 Evaluation Criteria Summary

REM Parcel #	PID #	Ecosystem Diversity	Rare Habitat	Current Regulations/Threat of Degrading Events	Presence/Likelihood of imperiled and imperiled species	Manageability	Water Resource Protection	Contiguity to other conservation Lands	Enhances Wildlife Conservation	Nature-Based Recreation	Ecotourism Opportunities
173	35-23-27-0000-00-014	X	X		X	X	X	X	X	X	X

Van Hai and Thanh Huynh Location



Legend

- Van Hai and Thanh Huynh 35-23-27-0000-00-014 [19.6 ac]
- Lands in Conservation

0 0.4 0.8 1.6 Miles



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 26 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 19-22-32-7876-02-230

Instrument: 173.1
Project: Green PLACE (Parcel 173)

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by **Van Hai Huynh and Thanh Huynh**, husband and wife (hereinafter collectively referred to as Grantor) to **Orange County**, a charter county and political subdivision of the State of Florida (hereinafter referred to as Grantee) whose address is P. O. Box 1393, Orlando, Florida 32802-1393.

WITNESSETH: That the Grantor, 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

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

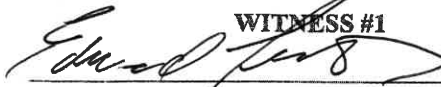
TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with said Grantee that the Grantor are lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and Grantor conveys 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, 2023.

Instrument: 173.1
Project: Green PLACE (Parcel 173)

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

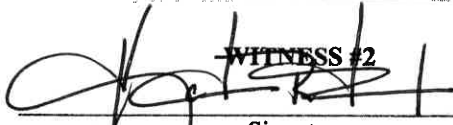
Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1

Signature
EDWARD TESTA JR
Print Name

Mailing Address: 15 BRENTON ST

City: REVERE State: MA

Zip Code: 02151

WITNESS #2

Signature
KATIE BECKLES
Print Name

Mailing Address: 250 H MAIN ST

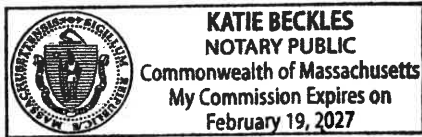
City: BROOKTON State: MA

Zip Code: 02301

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

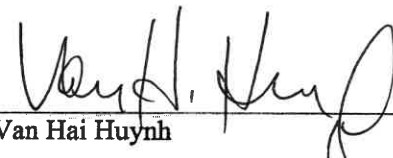
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22ND day of April 2024, by Van Hai Huynh, the individual is personally known to me or has produced MATDL as identification.

(Notary Stamp)




Notary Signature
KATIE BECKLES
Print Notary Name

Notary Public of: SUFFOLK
My Commission Expires: 2-19-2027


Van Hai Huynh

Mailing Address: 6 Cheever Ave

City: SAUGUS State: MA

Zip Code: 01906-4119

Instrument: 173.1
Project: Green PLACE (Parcel 173)

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

WITNESS #1
Edward Testa Jr
Signature
EDWARD TESTA JR
Print Name

Mailing Address: 15 BENTON ST
City: REVERE State: MA
Zip Code: 02151

Thanh Huynh
Thanh Huynh

Mailing Address: 6 Cheever Ave

City: Saugus State: MA

Zip Code: 01906-4119

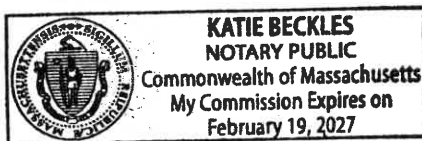
WITNESS #2
Katie Beckles
Signature
KATIE BECKLES
Print Name

Mailing Address: 250 N MAIN ST
City: BROCKTON State: MA
Zip Code: 02301

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of April 2024, by Thanh Huynh the individual is personally known to me or has produced MA-DL as identification.

(Notary Stamp)



Katie Beckles
Notary Signature
KATIE BECKLES

Print Notary Name

Notary Public of: SUFFOLK

My Commission Expires: 2-19-2027

Instrument: 173.1
Project: Green PLACE (Parcel 173)

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 35, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGIN AT THE MOST EASTERLY CORNER OF TRACT LB-4 OF THE LEGADO PLAT, PER PLAT BOOK 95, PAGE 48 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE S54°40'20"E, A DISTANCE OF 610.22 FEET; THENCE S08°05'53"W, A DISTANCE OF 11.09 FEET; THENCE S54°41'06"E, A DISTANCE OF 435.56 FEET; THENCE N35°19'40"E, A DISTANCE OF 13.21 FEET; THENCE S54°40'20"E, A DISTANCE OF 410.99 FEET; THENCE S35°19'39"W, A DISTANCE OF 15.46 FEET TO THE NORTHERLY LINE OF TRACT LB-5 OF AFOREMENTIONED LEGADO PLAT; THENCE N89°59'56"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 8.05 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 35; THENCE S89°47'55"W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1818.41 FEET TO THE EAST LINE OF SAID LEGADO PLAT; THENCE N36°38'23"E, DEPARTING AFORESAID SOUTH LINE AND ALONG SAID EAST LINE, A DISTANCE OF 1073.66 FEET TO THE POINT OF BEGINNING.

Instrument: 173.1
Project: Green PLACE (Parcel 173)

EXHIBIT B
PERMITTED ENCUMBRANCES

1. Easement recorded in Official Records Book 2086, Page 345, as amended in Official Records Book 2099, Page 850, of the Public Records of Orange County, Florida.

Project: Green PLACE
Parcel: 173

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 26 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 Van Hai Huynh and Thanh Huynh ("**Seller**"), and Orange County, a charter county and political subdivision of the State of Florida ("**Buyer**").

RECITALS

- A. Seller is the fee simple owner of that certain real property located at 13416 Reams Rd in Orange County, Florida, bearing Orange County Property Appraiser's Parcel Identification Number 35-23-27-0000-00-014, approximately 19.610 acres (the "**Parent Tract**").
- B. Buyer requires the Parent Tract, less approximately 1.458 acres, for its Green PLACE project (the "**Project**"). Such legal description to be provided upon completion of the Survey (as defined in Section 7.b. below) and as set forth in the Commitment as defined below in Section 7.a. (the "**Property**").
- 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 A, 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 land unto Buyer by Deed for Property, free and clear of all liens and encumbrances, for the total sum of **TWO MILLION FIVE HUNDRED AND NINETY-FIVE THOUSAND SEVEN HUNDRED AND THIRTY-SIX DOLLARS (\$2,595,736.00)**.

Project: Green PLACE
Parcel: 173

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, or as otherwise set forth herein, 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
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.

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

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Project: Green PLACE
Parcel: 173

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 Contingency**, attached hereto as **Exhibit B**, 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

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Project: Green PLACE
Parcel: 173

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

e. Simultaneous Close. The parties acknowledge that the County through its Public Works Department is purchasing a portion of the Property, approximately 1.458 acres (see attached sketch of description, **Exhibit C**) for right of way purposes adjacent to the existing Reams Road (hereinafter, "Parcel 1006"), and such the total acreage for this acquisition will be reduced accordingly. The sale of Parcel 1006 will 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:
Van Hai Huynh and Thanh Huynh 6 Cheever Ave Saugus, Massachusetts 01906-4119	Joseph D. Ort, Esq. The Ort Law Firm 1305 East Plant Street Winter Garden, Florida 34787 P. 407-656-4500
As to Buyer:	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

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.

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Project: Green PLACE
Parcel: 173

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

e. 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.

f. 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.

g. 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.

h. Attorney's Fees; Venue. 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, 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.

i. 1031 Exchange. Buyer acknowledges that Seller may elect to consummate the sale of the Property as part of a so-called like kind exchange (an "Exchange") pursuant to §1031 of the

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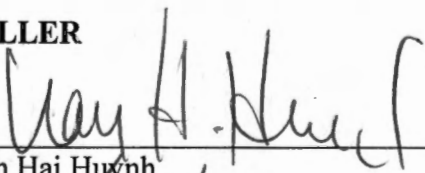
Project: Green PLACE
Parcel: 173

Internal Revenue Code, as amended (the "Code"), in which case Buyer shall, at no cost to Buyer, cooperate with Seller in effecting such Exchange, provided that: (i) the Closing of the Property shall not be delayed or affected by reason of any Exchange; (ii) the consummation or accomplishment of any Exchange shall not be a condition precedent or condition subsequent to Seller's obligations under this Agreement; (iii) any Exchange shall be effected through a qualified intermediary and Buyer shall not be required to take an assignment of any purchase agreement for the exchange property or be required to acquire or hold title to any real property for purposes of consummating an Exchange involving Seller; and (iv) Seller shall pay any additional costs that would not otherwise have been incurred by Buyer or Seller had Seller not consummated its sale through an Exchange. Nothing contained herein shall relieve Seller of its obligations under this Agreement. Buyer's cooperation hereunder shall include, but not be limited to, Buyer's consent and approval to Seller's assignment of its interest in this Agreement to a qualified intermediary or other third party utilized in the transaction in order to facilitate a deferred tax-free exchange of the Property by Seller, and, at Seller's option, Buyer's agreement to receive or take title to the Property, from such qualified intermediary or other third party in connection therewith. Buyer shall not, by this paragraph or by acquiescence to any Exchange by Seller, (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to Seller that any Exchange involving Seller in fact complies with the §1031 of the Code. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Buyer, to execute any instruments or documents that may be required in connection with Seller's Exchange.

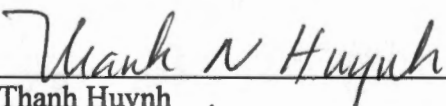
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) written below.

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



Van Hai Huynh
Date: 7/31/23

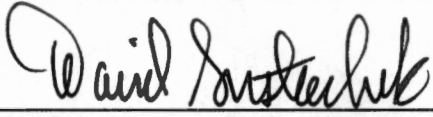


Thanh Huynh
Date: 7/31/23

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Project: Green PLACE
Parcel: 173

Presented to Seller on behalf of Orange County by:



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

Date: 8-2-2023

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Project: Green PLACE
Parcel: 173



BUYER

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Bryann Brooks
for Jerry L. Demings
Orange County Mayor

Date: *26 September 2026*

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

BY:

Jennifer Lara-Kimetz
for Deputy Clerk

Jennifer Lara-Kimetz
Printed Name

VH TH

Project: Green PLACE
Parcel: 173

**EXHIBIT A
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

VH TH

Project: Green PLACE
Parcel: 173

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

FORM NOT FOR SIGNATURE

Witness

Printed Name

Witness

<name2>

Printed Name

FORM NOT FOR SIGNATURE
Pc _____ 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: _____

VH TH

Project: Green PLACE
Parcel: 173

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**"). 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 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.

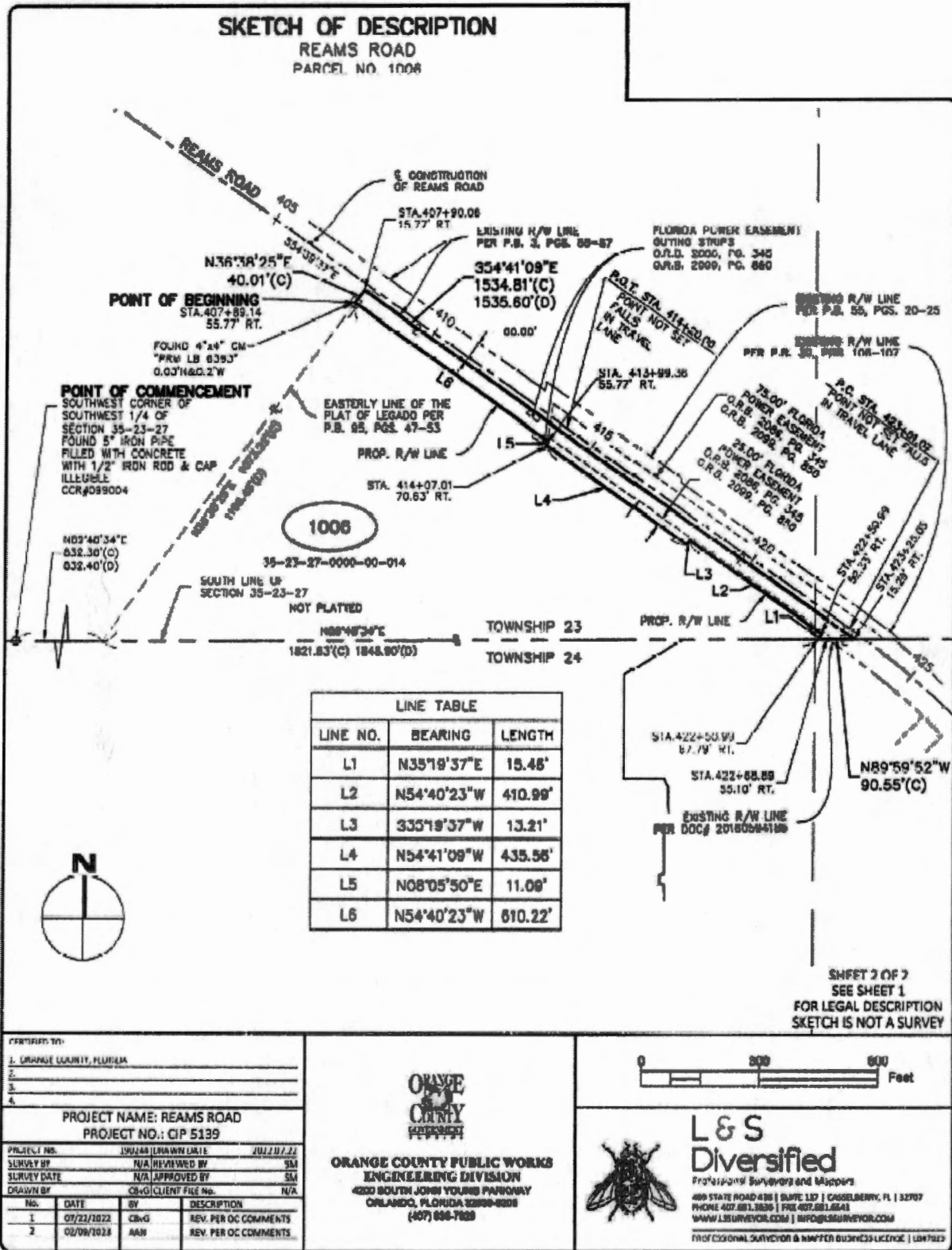
VH

JH

Project: Green PLACE
Parcel: 173

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.

Project: Green PLACE
 Parcel: 173



CERTIFIED TO:

- ORANGE COUNTY, FLORIDA
-
-
-

PROJECT NAME: REAMS ROAD
 PROJECT NO.: CIP 5139

PROJECT NO. 190248 (DRAWN DATE 2012/11/22)
 SURVEY BY N/A REVIEWED BY SM
 SURVEY DATE N/A APPROVED BY SM
 DRAWN BY CB+G CLIENT FILE NO. N/A

NO.	DATE	BY	DESCRIPTION
1	07/23/2022	CB+G	REV. PER OC COMMENTS
2	02/09/2023	AAW	REV. PER OC COMMENTS

ORANGE COUNTY

**ORANGE COUNTY PUBLIC WORKS
ENGINEERING DIVISION**

4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32809-0208
(407) 898-7889

0 300 600 Feet

**L & S
Diversified**

Professionals Surveyors and Mappers

480 STATE ROAD 418 | SUITE 112 | CASSELBERRY, FL | 32707
 PHONE 407.881.3636 | FAX 407.881.6641
 WWW.LSURVEYOR.COM | INFO@LSURVEYOR.COM
 PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | 1047923

VH TH

REQUEST FOR FUNDS / WIRE TRANSFER

Under BCC Approval

Under Ordinance Approval

Date: August 22, 2023

Total Amount: \$2,606,392.45

Project: Green PLACE

Parcels: 173

Charge to Account # 1023-068-4303-6110

Beth Jackson 8-22-2023
Controlling Agency Approval Signature Date

Beth Jackson
Printed Name:

Heather Coons 8/22/23
Fiscal Approval Signature Date

Heather Coons
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

Cobblestone Title Services, LLC
385 Alexandria Boulevard, Suite 2
Oviedo, Florida 32765
FIEN#: 20-5513670

DOCUMENTATION ATTACHED (Check appropriate block(s))

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

\$2,606,392.45 (purchase price, title insurance & closing costs)

Attorney Fees/Expert Fees \$N/A

Total \$2,606,392.45

Payable to: Cobblestone Title Service, LLC \$2,606,392.45

SPECIAL NOTE: Payment of \$2,606,392.45 To be made by Wire Transfer Only

Recommended by David Sustachek 8-22-2023
David Sustachek, Sr. Acquisition Agent, Real Estate Mgmt. Div. Date
Nemesie
Digitally signed by Nemesie
Esteves
Date: 2023.09.05 14:59:14

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

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

Certified Nancy M. Fries _____ Date
Approved by BCC for Deputy Clerk to the Board SEP 26 2023

Examined/Approved _____ Date
Comptroller/Government Grants Check No. / Date

IMPORTANT: This parcel will close by Wire Transfer for the payment of \$2,606,392.45. Instructions will be sent once the closing date is determined. Please Contact the Agent @ 836-7082 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 26 2023

CERTIFICATE OF VALUE

(DELETE APPROPRIATE [BRACKETED] WORD)

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

County: Orange
 Managing District: Orange
 Parcel No.: Huynh - 173

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 that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. (Describe fully the interest or bias on an addendum to this certificate.) 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. 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. (The name of each individual providing significant assistance must be stated on an addendum to this certificate, together with a statement of whether such individual is a state registered, licensed or certified appraiser and, if so, his or her registration, license or certification number.)
9. I understand that this appraisal is to be used in connection with the acquisition of land area for the Orange County Environmental Protection Division for passive recreational activities.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal; 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 so authorized by the County officials, or 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 the 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 13th day of July, 2022, is: \$2,255,200

Market value should be allocated as follows:

LAND	\$ <u>2,255,200</u>	LAND AREA:	(Ac/SF) <u>19.61 Acres</u>
IMPROVEMENTS	\$ <u>0</u>	PROPERTY TYPE:	<u>Vacant Residential/Mixed Use</u>
NET DAMAGES &/OR COST TO CURE	\$ <u>0</u>		
TOTAL	\$ <u>2,255,200</u>		

July 29, 2022
 DATE

Robert W. Simmons Jr.
 APPRAISER
 Robert W. Simmons, Jr., Vice President
 State-Certified General Real Estate Appraiser RZ1736

ADDENDUM TO CERTIFICATE OF VALUE

Appraiser: Robert W. Simmons, Jr.
State-Certified General Real Estate Appraiser RZ1736 (Expiration 11/30/22)
Project: GreenPLACE
County: Orange
Managing District: Orange County
Parcels: 35-23-27-0000-00-014
Owner: Huynh – Van Hai and Thanh

This is a Summary Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(A) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.

Some of the sales relied upon in this report occurred during the world pandemic known as COVID 19. According to the Center for Disease Control and Prevention (CDC), “on February 11, 2020 the World Health Organization (WHO) announced an official name for the disease that is causing the 2019 novel coronavirus outbreak, first identified in Wuhan China.” Since that time, the WHO has classified the outbreak of COVID 19 as a world pandemic. Since March 16, 2020 the number of COVID 19 cases in the US has increased from 3,300± to over 90,415,556 as of July 25, 2022. There may be impacts in the market; however, there is not sufficient quantitative data available to support a market conditions adjustment at this time.

I certify that, to the best of my knowledge and belief the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that, through prior experience with similar type properties and appraisal problems, the appraisers have the competency and expertise to complete this assignment.

I certify that the use of this report is subject to the requirements of the State of Florida and Appraisal Institute relating to review by its duly authorized representative.

I have not used any hypothetical conditions or extraordinary assumptions for this appraisal report.

As of the date of this report, I, Robert W. Simmons, Jr. have completed the requirements of the continuing education program for Practicing Affiliates of the Appraisal Institute.

As of the date of this report, I, Robert W. Simmons, Jr. have completed the requirements of the continuing education program of the State of Florida for State Certified General Appraisers.

July 29, 2022

DATE



Robert W. Simmons, Jr.

State-Certified General Real Estate Appraiser RZ1736

Project: Green PLACE
 Parcel No(s): 173
 Name of Owner(s): Van Hai Huynh and Thanh Huynh
 Page No.: 1

SETTLEMENT ANALYSIS

	Pre-Condemnation
x	Not Under Threat

County's Appraised Value

Parcel 173	
Two appraisals were \$2,255,200 and \$2,550,000, offered average of the appraisals. Land: 19.61 acres	\$ 2,400,000.00
Improvements: No structures	\$ 0.00
Cost-to-Cure:	\$ N/A
Other Damages:	\$ N/A
Total Appraisal Value	<u>\$ 2,400,000.00</u>

Owner's Requested Amount—Initial

Owner's Counteroffer: Land: 19.61 acres	\$ 3,950,000.00
Parcel Amount:	\$ 3,950,000.00
Expert Fees:	\$ NA
Attorney Fees:	\$ N/A
Total Owner's Requested Amount—Initial:	<u>\$ 3,950,000.00</u>

Owner's Requested Amount—After Negotiations

Owner's Counteroffer: Land: 18.152 acres (approx.) – 19.61 acres – 1.458 acres noted below	\$ 2,595,736.00
Parcel Amount:	\$ 2,595,736.00
*** Note: Public Works to purchase 1.458 acres related to Reams Road Project (Summerlake Park Blvd to Taborfield Ave) per separate agreement.	
Total Owner's Requested Amount—After Negotiations:	<u>\$ 2,595,736.00</u>

Recommended Settlement Amount

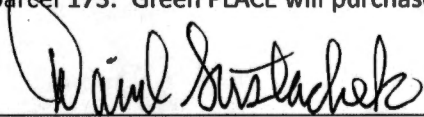
\$ 2,595,736.00

Project: Green PLACE
Parcel No(s): 173
Name of Owner(s): Van Hai Huynh and Thanh Huynh
Page No.: 2

EXPLANATION OF RECOMMENDED SETTLEMENT

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

The subject property, 13416 Reams Road is located along the southwesterly side of Reams Road and proximate to its intersection with Greenbank Boulevard. It is a vacant parcel with wire fencing and a gate and is zoned A-1, Citrus Rural District, with a Village future land use. The subject property is triangular shaped of approx. 19.61 and is located within Zones X and Zone A according to FEMA Flood Map 12095C0390F. Real Estate Management coordinated two independent appraisals to establish a basis for purchase value and then reviewed the reports with Beth Jackson from Environmental Protection. The value range from the appraisals was \$2,255,200 and \$2,550,000, with an initial offer of \$2,400,000. After discussing the appraisals and valuation of the property, they agreed and accepted the offer of \$2,595,736. This accepted offer meets the project's purchase price cap, as it does not exceed 10% of the valuation of the property established by the County-approved appraisal. After the negotiation process, it was found that Public Works needs 1.458 acres and will be purchased by separate agreement (BCC Item _____, Reams Road Project (Summerlake Park Blvd to Taborfield Ave) parcel 1016) and will simultaneously close with Green PLACE parcel 173. Green PLACE will purchase 18.152 acres for 2,606,392.45, which includes closing costs.

Recommended by:  Date: 8-22-2023
David Sustachek, Sr. Acquisition Agent, Real Estate Mgmt. Division

Recommended by:  Date: 8/22/23
Aida Ortiz, Program Manager, Real Estate Mgmt. Division

Approved by: Nemesie Esteves Digitally signed by Nemesie Esteves
Date: 2023.09.05 11:05:31 -04'00' Date: _____
Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Division