



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: November 11, 2022

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

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

FROM: David Sustachek, Senior Acquisition Agent *DS/WMC*
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 Jo Ann Reynolds, as Personal Representative of the Estate of Jack W. Reynolds, Thomas A Norris, as Trustee of the Thomas A. Norris Revocable Trust dated August 8, 2003, Donald T. Youngs, Sr. and Barbara E. Youngs, as Co-Trustees under agreement dated January 10, 2001 and known as the Youngs Living Trust, and RM Properties, Incorporated, and Orange County, 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, and to disburse funds to pay purchase price in the amount of \$1,453,000, and perform all actions necessary and incidental to closing.

PROJECT: Green PLACE Parcel 159

District 5

PURPOSE: To preserve Environmentally Sensitive Lands (ESL).

ITEMS: Contract for Purchase and Sale (Parcel 159)
Cost: \$1,453,000
Size: 47.61 acres

Warranty Deed
(Instrument 159.1)

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

FUNDS: \$1,466,763 Payable to The Closing City
(purchase price, title search and title insurance)

APPROVALS: Real Estate Management Division
Environmental Protection Division

REMARKS: The property located at 19974 State Road 520 along the south side of State Road 520, close to its intersection with State Road 50 (“Property”), is being acquired at the request of the Environmental Protection Division. The Property is a vacant A-2 zoned Farmland Rural District and has rural future land use. Irregular in shape, it is considered to have 2.98 acres of designated wetlands in Zone X, according to FEMA Flood Map 12095C0315F.

This action adds 47.61 acres of ESL to the Environmental Protection Division’s Green PLACE Program. The 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.

Administrative Regulation 11.07.01 Evaluation Criteria Summary

REM Parcel #	PID#	Criteria Evaluated	Criteria Met
159	26-22-32-1312-05-010	Manageability	X
		Current Regulations/Threat of Degrading Events	X
		Presence/likelihood of non-imperiled and imperiled species	X
		Water Resource Protection	X
		Contiguity to other conservation Lands	X
		Rare Habitat	
		Ecosystem Diversity	X
		Enhances Wildlife Corridor	X
		Nature-Based Recreation	X
		Ecotourism Opportunities	X

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.

NOV 29 2022

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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 Jo Ann Reynolds, as Personal Representative of the Estate of Jack W. Reynolds, Thomas A Norris, as Trustee of the Thomas A. Norris Revocable Trust dated August 8, 2003, Donald T. Youngs, Sr. and Barbara E. Youngs, as Co-Trustees under agreement dated January 10, 2001 and known as the Youngs Living Trust, and RM Properties, Incorporated, a Florida corporation (collectively referred to as the "**Seller**"), and Orange County, a charter county and political subdivision of the State of Florida ("**Buyer**").

RECITALS

- A. Seller owns the following real property in Orange County:
Property Appraiser's Parcel Identification Numbers
26-22-32-1312-05-010
(hereinafter referred to as the "**Property**")
- B. Buyer requires the Property as further described on Exhibit A, incorporated herein by reference, for its Green PLACE project (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 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

Project: Green PLACE
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Deed for Property, free and clear of all liens and encumbrances, for the total sum of One Million Four Hundred Fifty-Three Thousand and 00/100 Dollars (\$1,453,000.00).

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 (defined below) (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
Fees or commissions owed to Seller’s Broker. Seller is represented by Eric Rollings of Mainframe Real Estate	Yes	No

The parties agree that the Property was listed on the MLS ID 261082864 and Seller represents that they are represented by Eric Rollings of Mainframe Real Estate (“**Seller’s Broker**”). Any fees or commissions owed to Seller’s Broker is the sole obligation of Seller and shall be paid by Seller.

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

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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, 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**") issued by a Title Company acceptable to Orange County (the "**Title Company**"), 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

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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 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 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: Jo Ann Reynolds, as Personal Representative of the Estate of Jack W. Reynolds	As to Seller: Thomas A. Norris, as Trustee of the Thomas A. Norris Revocable Trust dated August 8, 2003
Donald T. Youngs, Sr. and Barbara E. Youngs, as Co-Trustees under agreement dated January 10, 2001 and known as the Youngs Living Trust	Elizabeth P. Shelley, President RM Properties, Incorporated 4088 Castell Drive Orlando, Florida 32810

Project: Green PLACE
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	<i>with a copy to:</i> Eric Rollings, REALTOR Mainframe Real Estate 811 N Orange Ave. Orlando, FL 32801
As to Purchaser:	<i>with a copy to:</i>
Orange County, Florida Real Estate Management Division Attn: Manager 400 E. South St., 5 th Floor Orlando, Florida 32801	Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3 rd 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.

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.

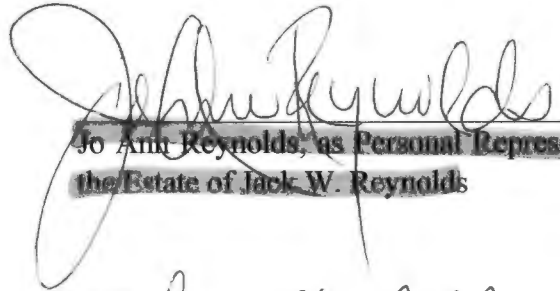
f. Delegation of Authority. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the Buyer, to furnish any notice required or allowed under, to sign amendments to this Agreement for the extension of the timeframes as set forth in paragraph 7 above for up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



Jo Ann Reynolds, as Personal Representative of
the Estate of Jack W. Reynolds

Date: Sept. 21, 2022

Thomas A. Norris, as Trustee of the Thomas A.
Norris Revocable Trust dated August 8, 2003

Date: _____

Donald T. Youngs, Sr., as Co-Trustee under
agreement dated January 10, 2001 and known as
the Youngs Living Trust

Date: _____

{Seller's signatures continued on next page}

Project: Green PLACE
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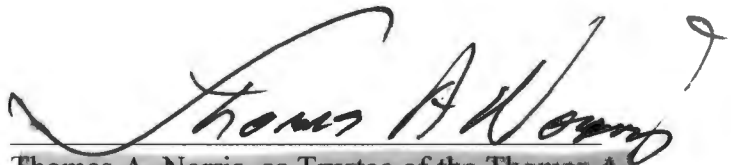
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SELLER

Jo Ann Reynolds, as Personal Representative of
the Estate of Jack W. Reynolds

Date: _____



Thomas A. Norris, as Trustee of the Thomas A.
Norris Revocable Trust dated August 8, 2003

Date: 9/27/22

Donald T. Youngs, Sr., as Co-Trustee under
agreement dated January 10, 2001 and known as
the Youngs Living Trust

Date: _____

{Seller's signatures continued on next page}

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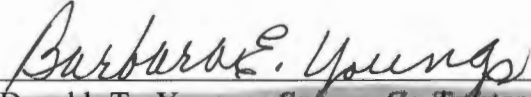
SELLER

Jo Ann Reynolds, as Personal Representative of
the Estate of Jack W. Reynolds

Date: _____

Thomas A. Norris, as Trustee of the Thomas A.
Norris Revocable Trust dated August 8, 2003

Date: _____



Donald T. Youngs, Sr, as Co-Trustee under
agreement dated January 10, 2001 and known as
the Youngs Living Trust

Date: 9-22-22

{Seller's signatures continued on next page}

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Barbara E. Youngs, as Co-Trustee under agreement
dated January 10, 2001 and known as the Youngs
Living Trust

Date: _____

~~R/M Properties, Inc., a Florida corporation~~

~~By:~~ Elizabeth P. Shelley

Elizabeth P. Shelley

~~Printed Name~~

President

~~Title~~

~~Date:~~ 09/21/22

Presented to Seller on behalf of Orange County by:

David Sustachek

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

Date: 12-5-2022

Project: Green PLACE
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Barbara E. Youngs
~~Barbara E. Youngs, as Co-Trustee under agreement dated January 10, 2001 and known as the Youngs Living Trust~~

~~Date:~~ 9-22-22

R M Properties, Inc., a Florida corporation

By: 1

Printed Name

Title

Date: _____

Presented to Seller on behalf of Orange County by:

David Sustachek

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

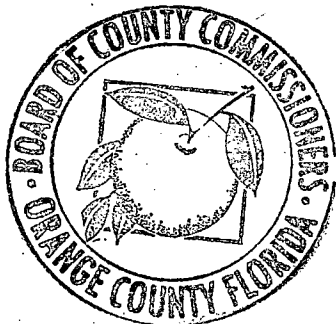
Date: 12/5/2022

Project: Green PLACE
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BUYER

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



Jerry L. Demings
Jerry L. Demings
Orange County Mayor

Date: 29 Nov 22

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

BY:

Neelva Perez
Deputy Clerk

Neelva Perez
Printed Name

Project: Green PLACE
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**EXHIBIT A
LEGAL DESCRIPTION**

Parcel ID# 26-22-32-1312-05-010

Block 5, CHRISTMAS GARDENS, according to the plat thereof as recorded in Plat Book P,
Page 54, of the Public Records of Orange County, Florida, less right-of-way for State Road #520

Project: Green PLACE
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**EXHIBIT B
FORM OF WARRANTY DEED**

Instrument: 159
Project: Green PLACE

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 SCHEDULE "A"/ 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 that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 20__.

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

Signed, sealed and delivered
in the presence of:

FORM NOT FOR SIGNATURE

Witness

<NAME.1>

Printed Name

Post Office 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 _____, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid

My commission expires:

{SIGNATURES CONTINUED ON NEXT PAGE}

Project: Green PLACE
Parcel: 159

Signed, sealed and delivered
in the presence of:

FORM NOT FOR SIGNATURE

Witness

<NAME.2>

Printed Name

Post Office 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 _____, who is personally known to me or has produced _____ as identification.

(Notary Seal)

FORM NOT FOR SIGNATURE

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, FL 32802-1393

Notary Public in and for
the County and State aforesaid

My commission expires:

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EXHIBIT C DUE DILIGENCE CONTINGENCY

I. Orange County may obtain a report ("**Environmental Survey**") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "**Consultants**"), 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 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

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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.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 29 2022

Instrument: 159.1
Project: Green PLACE

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by JoAnn Reynolds, as Personal Representative of the Estate of Jack W. Reynolds, Thomas A Norris, as Trustee of the Thomas A. Norris Revocable Trust dated August 8, 2003. Barbara E. Youngs, as sole surviving Trustee under agreement dated January 10, 2001 and known as the Youngs Living Trust, and RM Properties, Incorporated, a Florida corporation, 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:

All of Block 5, Christmas Gardens Development No. 1, according to the plat thereof as recorded in Plat Book P, Page 54, Public Records of Orange County, Florida. LESS AND EXCEPT any portion thereof lying in State Road 520.

Property Appraiser's Parcel Identification Number:

26-22-32-1312-05-010

THIS IS NOT NOW, nor has it ever been, the homestead property or contiguous thereto, of the GRANTORS herein.

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, 2022.

AGENT & BCC
RETURN TO REAL ESTATE
MANAGEMENT DIVISION

Instrument: 159.1
Project: Green PLACE

Signed, sealed and delivered in the presence of:

Viola M. Thorne
Witness Signature

VIOLA M. THORNE
Witness Printed Name

B. Bruce Thorne
Witness Signature

B. BRUCE THORNE
Witness Printed Name

Thomas A. Norris

Thomas A. Norris, as Trustee of the Thomas A. Norris Revocable Trust dated August 8, 2003

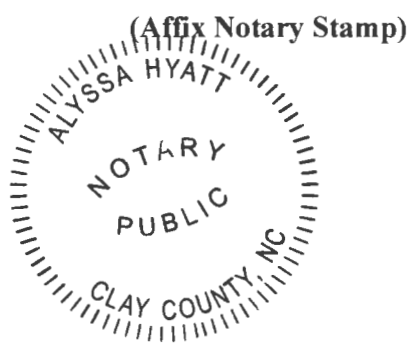
114 Riverwalk Cir.
Address

HAYESVILLE, NC 28904

(Signature of **TWO** witnesses is required by Florida law)

STATE OF NC
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14 of April, 2023, by Thomas A. Norris, as Trustee of the Thomas A. Norris Revocable Trust dated August 8, 2003. He is personally known to me or has produced: DL as identification.



Alyssa Hyatt
Notary Signature

Alyssa Hyatt
Printed Notary Name

Notary Public of: NC
My Commission Expires: 11/12/2023

{SIGNATURES CONTINUED ON NEXT PAGE}

Instrument: 159.1
Project: Green PLACE

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature

William White SNYDER II
Witness Printed Name

[Signature]
Witness Signature

ERIC M. ROLLINGS
Witness Printed Name

[Signature]
JoAnn Reynolds, as Personal Representative of the Estate of Jack W. Reynolds

132 Via Capri
Address

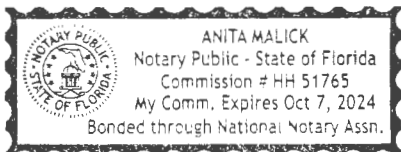
Panama Beach, Fl. 32169

(Signature of **TWO** witnesses is required by Florida law)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th of April, 2023, by JoAnn Reynolds, as Personal Representative of the Estate of Jack W. Reynolds. She is personally known to me or has produced: drivers license as identification.

(Affix Notary Stamp)



[Signature]
Notary Signature

Anita Malick
Printed Notary Name
Notary Public of: Florida
My Commission Expires: 10/7/24

{SIGNATURES CONTINUED ON NEXT PAGE}

Instrument: 159.1
Project: Green PLACE

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature

WILLIAM WHITE SNYDER II
Witness Printed Name

[Signature]
Witness Signature

ERIC M. ROLLINGS
Witness Printed Name

Barbara E. Youngs
Barbara E. Youngs, as sole surviving Trustee under agreement dated January 10, 2001 and known as the Youngs Living Trust

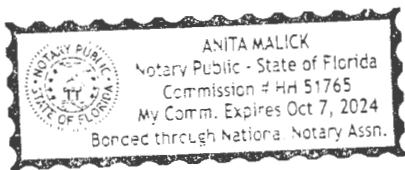
3454 Strawberry Circle
Address
Zellwood, Fl. 32798

(Signature of **TWO** witnesses is required by Florida law)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th of April, 2023, by Barbara E. Youngs, as sole surviving Trustee under agreement dated January 10, 2001 and known as the Youngs Living Trust. She is personally known to me or has produced Driver license as identification.

(Affix Notary Stamp)



[Signature]
Notary Signature

Anita Malick
Printed Notary Name
Notary Public of: Florida
My Commission Expires: 10/7/24

{SIGNATURES CONTINUED ON NEXT PAGE}

Instrument: 159.1
Project: Green PLACE

Signed, sealed and delivered in the presence of:

RM Properties, Incorporated,
a Florida corporation

Witness Signature

By: Elizabeth P. Shelley

Villiam White
Witness Printed Name

Elizabeth P. Shelley
Printed Name

(Signature of **TWO** witnesses is required by Florida law)

President
Title

Eric M. Rawls
Witness Signature

4088 Castell Dr
Address

ERIC M. RAWLS
Witness Printed Name

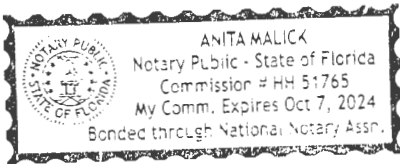
Orlando, FL 32810

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20 of April, 20 , by Elizabeth P. Shelley, as President, of RM Properties, Incorporated, a Florida corporation, on behalf of the corporation. The individual is personally known to me or has produced Drivers License identification.

(Affix Notary Stamp)

Anita Malick
Notary Signature



Anita Malick
Printed Notary Name
Notary Public of: Florida
My Commission Expires: 10/7/24

Prepared by and return to:
E. Price Jackson, 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

REQUEST FOR FUNDS / WIRE TRANSFER

X Under BCC Approval

Under Ordinance Approval

Date: November 4, 2022

Total Amount: \$1,466,763.00

Project: Green PLACE

Parcels: 159

Charge to Account # 1023-068-4303-6110

Beth Jackson 11/7/2022
Controlling Agency Approval Signature Date

Beth Jackson
Printed Name:

Heather Coons 11/7/22
Fiscal Approval Signature Date

Heather Coons
Printed Name:

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condernnation Post-Condernnation

X N/A District # 5

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

The Closing City, LLC
4725 W. Sand Lake Road, Suite 106
Orlando, Florida 32819
FIEN#: 88-1237881

DOCUMENTATION ATTACHED (Check appropriate block(s))

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

\$1,466,763.00 (purchase price, title insurance & closing costs)
Attorney Fees/Expert Fees \$N/A
Total \$1,466,763.00

Payable to: The Closing City, LLC \$1,466,763.00

SPECIAL NOTE: Payment of \$1,466,763.00 To be made by Wire Transfer Only

Recommended by David Sustachek, Sr. Acquisition Agent, Real Estate Mgmt. Div.

11-7-2022
Date

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

11-8-2022
Date

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

Date

Certified Melissa Pea Deputy Clerk to the Board

NOV 29 2022
Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

IMPORTANT: This parcel will close by Wire Transfer for the payment of \$1,466,763.00. 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

NOV 29 2022