



## Interoffice Memorandum

February 7, 2023

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

FROM: Timothy L. Boldig, Interim Director  
Planning, Environmental, and Development Services Department

**CONTACT PERSON: Jason Reynolds, AICP, Manager  
Neighborhood Services Division  
(407) 836-5547**

SUBJECT: February 21, 2023 – Consent Item  
Subordination Agreement for 2425 North Hiawassee Road

The property at 2425 North Hiawassee Road (formerly the Agape Assembly Baptist Church), owned by Herring Bank Trustee, has several abandoned and dilapidated buildings. The Special Magistrate adjudicated code violations on the property in March 2022 and deemed the damaged structure a threat to public health and safety. Presently, the violations are not in compliance, code fines continue to accumulate, and there are currently two liens on the property.

The Experience Christian Center, Inc. endeavors to purchase the property, bring the code violations into compliance, and redevelop the site for its church ministry. The liens on the property have prevented The Experience Christian Center, Inc. from obtaining the necessary financing to close on the property. To facilitate the closing, the proposed lender, Valley National Bank, requires its lien to be primary and the County's liens be subordinate. This Subordination Agreement is the best course of action to allow The Experience Christian Center, Inc. to close on the property while retaining the County's authority to bring the violations into compliance.

Additionally, the County is proposing to enter into a performance-based Settlement Agreement with The Experience Christian Center, Inc., that is scheduled to go before the Special Magistrate for approval on February 13, 2023. The Settlement Agreement identifies the responsibility for property maintenance, ongoing security, a timeline for permits and the completion of required repairs, and a fine reduction amount. Should The

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Experience Christian Center, Inc. bring the violations into compliance and meet all other conditions of the Settlement Agreement, the County will release the liens.

The County Attorney's Office has reviewed the Subordination Agreement as to form.

**ACTION REQUESTED: Approval and execution of Subordination Agreement by Orange County, Florida in favor of Valley National Bank regarding 2425 North Hiawassee Road. District 6.**

TB/JR:js

Attachment

BCC Mtg. Date: February 21, 2023

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
JOHN A. TAYLOR, ESQ.  
FASSETT, ANTHONY & TAYLOR, P.A.  
1325 W. Colonial Drive  
Orlando, FL 32805  
6633-286 (kja)

## **SUBORDINATION AGREEMENT**

THIS SUBORDINATION AGREEMENT (the "Subordination") is made and entered into as of 21 day of February, **2023**, by **ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida** ("Lienor") having an address of 201 S. Rosalind Avenue, Orlando, Florida 32801, in favor of **VALLEY NATIONAL BANK** ("Lender") having an address of 1700 Palm Beach Lakes Boulevard, Suite 1000, West Palm Beach, Florida 33401;

### **RECITALS:**

A. The Lienor has filed liens against HERRING BANK TRUSTEE recorded in Official Records Instrument Number **20220524586**, Official Records Instrument Number **20220317821**, Official Records Instrument Number **20160087980**, and Official Records Instrument Number **20220288780**, and recorded a Findings of Fact, Conclusions of Law and Order recorded in Official Records Instrument Number **20220201154** all in the Public Records of ORANGE County, Florida (collectively referred to in this Subordination as, "Liens"), attaching to the property described in Exhibit "A" attached hereto (the "Property").

B. HERRING BANK TRUSTEE ("Seller") is the owner of the Property and is under contract to sell the Property to **THE EXPERIENCE CHRISTIAN CENTER INC., a Florida not-for-profit corporation** ("Buyer").

C. The Buyer has applied to the Lender for a loan in the approximate principal amount of **ONE MILLION SEVEN HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$1,760,000.00)** (the "Loan" or "Senior Lien"), but the Lender is unwilling to make said Loan to the Buyer unless and until the Lienor executes and delivers this Subordination; and

D. The Buyer has requested the Lienor to subordinate the Liens on the Property described in the Liens to the Loan and Senior Lien; and

E. The Lienor is willing to subordinate the Liens to the Loan and Senior Lien on the express terms and conditions set forth herein.

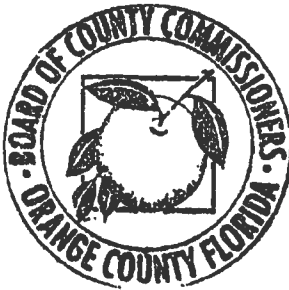
NOW, THEREFORE, in consideration of the premises herein contained, the Lienor does hereby agree as follows:

1. Subordination of Liens. Pursuant to the terms and conditions of this Subordination, the Liens are hereby made unconditionally subordinate, inferior and junior in every respect to the Loan and Senior Lien, and any and all amounts heretofore or hereafter

advanced thereunder including but not limited to interest thereon, and disbursements made for payment of taxes, levies or insurance on the Property and other monies (including but not limited to attorneys fees and costs) expended to protect the security of the Loan and Senior Lien with interest on such disbursements. For purposes of this Subordination, the term "Senior Lien" shall mean the Mortgage to be granted by the Buyer to the Lender as described above, together with any and all modifications, amendments, supplements, restatements or assignments thereof at any time made or entered into, including all future advances thereunder and the term "Lender" shall mean the Lender named herein, its successors and/or assigns.

2. Effect of Subordination. The effect of this Subordination shall be the same as if the Liens, together with any and all modifications, amendments, supplements or restatements thereof at any time made or entered into were dated, executed, delivered and recorded after the dating execution, delivery and recording of the Senior Lien, together with any and all modifications, amendments, supplements, restatements or assignments thereof at any time made or entered into, including all future advances thereunder.

IN WITNESS WHEREOF, the Lienor has executed and delivered this Subordination as of the day and year first above written.



**ORANGE COUNTY, FLORIDA, a charter  
county and political subdivision of the State of  
Florida**

By: Bruno. B. Brown  
for Jerry L. Demings  
Orange County Mayor

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