



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 6**

**DATE:** September 8, 2023

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

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

**FROM:** David Sustachek, Senior Acquisition Agent  
Real Estate Management Division *DS/MTC*

**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 Thomas J. Holder, Sr., as Trustee of the Sally R. Holder Credit Shelter Trust 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 \$1,401,067.68, and perform all actions necessary and incidental to closing.

**PROJECT:** Green PLACE Parcel 200  
  
District 2

**PURPOSE:** To preserve Environmentally Sensitive Lands (ESL).

**ITEMS:** Contract for Purchase and Sale  
(Parcel 200)  
Cost: \$1,401,067.68  
Size: 28.15 acres

Warranty Deed  
(Instrument 200.1)

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

**FUNDS:** \$1,401,067.68 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

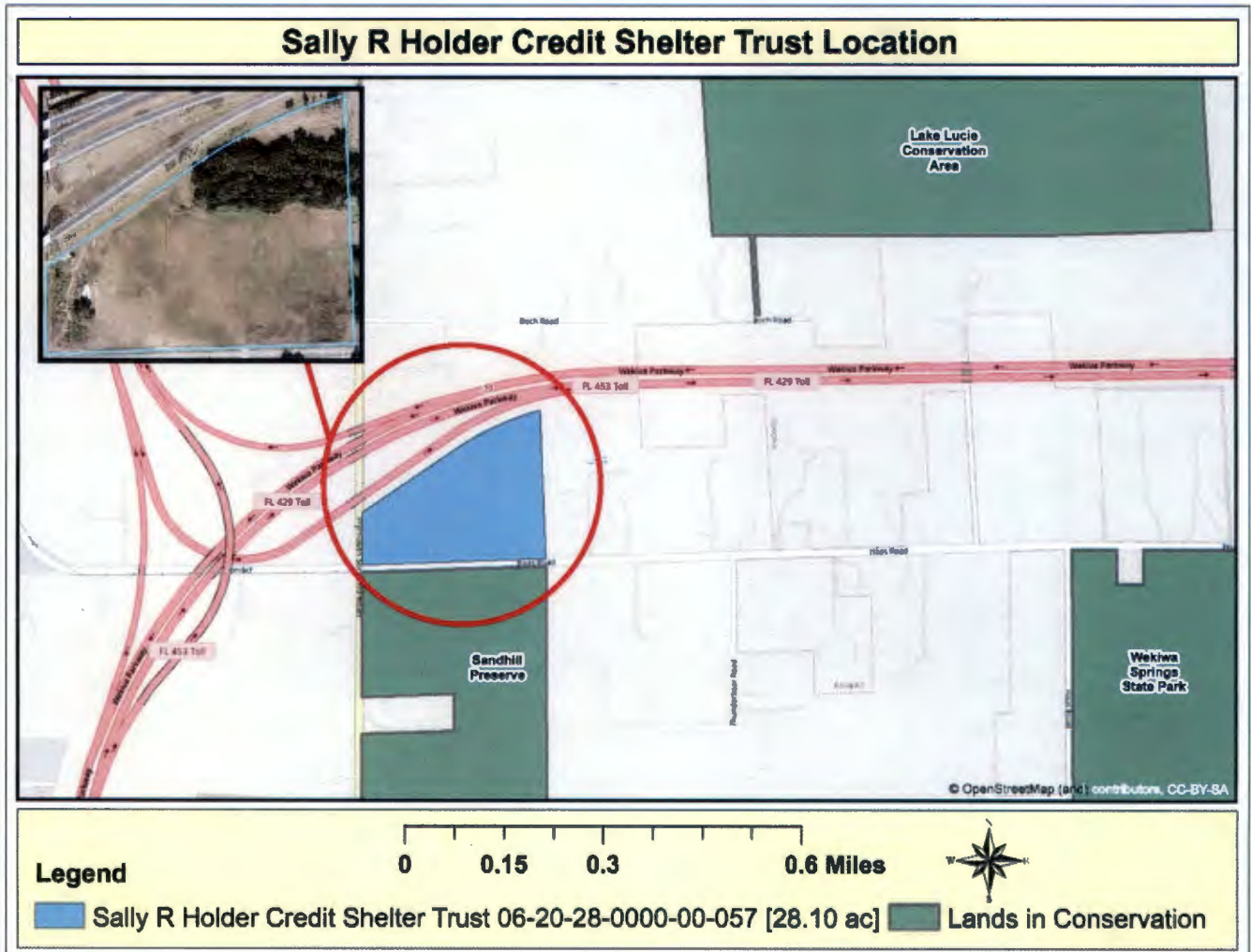
**REMARKS:** The property is located on the northeast corner of Plymouth Sorrento Road and Haas Road in Apopka ("Property") (see map below – area in blue). Property contains 28.15 acres, has a zoning of A-2 Farmland Rural District, with a Rural future land use and is irregular shaped. The parcel is in Zone X according to FEMA Flood Map 12095C0050H.

This action adds 28.15 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.

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 Corridor	Nature-Based Recreation	Ecotourism Opportunities
200	06-20-28-0000-00-057	X	X	X	X	X	X	X	X	X	X



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**SEP 26 2023**

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**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:**  
06-20-28-0000-00-057

**Instrument:** 200.1  
**Project:** Green PLACE (Parcel 200)

**WARRANTY DEED**

THIS WARRANTY DEED, made as of the date signed below, by **Thomas J. Holder, Sr., Individually and as Trustee of the Sally R. Holder Credit Shelter Trust created under agreement dated November 11, 2004**, as to an undivided 60% interest and **Thomas J. Holder, Sr., Individually and as Trustee of the Thomas J. Holder, Sr. Family Trust dated November 11, 2004** as to an undivided 40% interest (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**

Neither Grantor nor anyone dependent on Grantor resides on the property described herein or property adjoining to the property described herein, and the property does not constitute the homestead of Grantor within the meaning of Article X, Section 4 of the Florida Constitution. Grantor hereby represents that the property described herein is unimproved vacant land.

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 is 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: 200.1  
Project: Green PLACE (Parcel 200)

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

Thomas J. Holder, Sr., Individually and as Trustee of the Sally R. Holder Credit Shelter Trust created under agreement dated November 11, 2004

WITNESS #1  
Colleen E. Campagnari  
Signature  
Colleen E. Campagnari  
Print Name

Thomas J. Holder, Sr.  
Thomas J. Holder, Sr. as Individual and Trustee

Mailing Address: P.O. Box 32

Mailing Address: 501 E. 5th Avenue  
City: Mount Dora State: FL  
Zip Code: 32757

City: Sorrento State: FL  
Zip Code: 32776-0032

WITNESS #2  
Charla M. Chavers  
Signature  
Charla M. Chavers  
Print Name

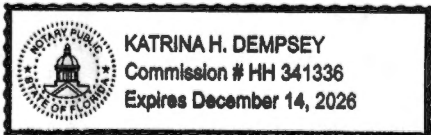
Mailing Address: 501 E. 5th Avenue  
City: Mount Dora State: FL  
Zip Code: 32757

STATE OF Florida  
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 15th day of February 2024, by Thomas J. Holder, Sr., Individually and as Trustee of the Sally R. Holder Credit Shelter Trust created under agreement dated November 11, 2004. The individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Stamp)

Katrina H. Dempsey  
Notary Signature  
KATRINA H. DEMPSEY  
Print Notary Name  
Notary Public of: Florida  
My Commission Expires: 12/14/2026



Instrument: 200.1  
Project: Green PLACE (Parcel 200)

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

Thomas J. Holder, Sr., Individually and as Trustee of the Thomas J. Holder, Sr. Family Trust dated November 11, 2004

WITNESS #1  
Colleen E. Campagnari  
Signature

Thomas J. Holder, Sr.  
Thomas J. Holder, Sr. as Individual and Trustee

Colleen E. Campagnari  
Print Name

Mailing Address: P.O. Box 32

Mailing Address: 501 E. 5th Avenue

City: Sorrento State: FL

City: Mount Dora State: FL

Zip Code: 32776-0032

Zip Code: 32757

WITNESS #2  
Charla M. Chavers  
Signature

Charla M. Chavers  
Print Name

Mailing Address: 501 E. 5th Avenue

City: Mount Dora State: FL

Zip Code: 32757

STATE OF Florida  
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 15th day of February 2024, by Thomas J. Holder, Sr., Individually and as Trustee of the Thomas J. Holder, Sr. Family Trust dated November 11, 2004. The individual  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Stamp)



Katrina H. Dempsey  
Notary Signature

KATRINA H. DEMPSEY  
Print Notary Name

Notary Public of: Florida

My Commission Expires: 12/14/2026

Instrument: 200.1  
Project: Green PLACE (Parcel 200)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Parcel 1;

Begin at the Southwest corner of Section 6, Township 20 South, Range 28 East, Orange County, Florida, run North along the West line of said Section 29.29 chains to a stake, run thence East 21.04 chains; thence South 29.29 chains to the South line of said Section at a point being 22.44 chains West of the Southeast corner of the Southwest ¼; thence West 22.44 chains to the Point of Beginning. LESS Begin 10.45 chains South of the Northwest corner of the Southwest 1/4; thence run East 20.21 chains; thence South 3.11 chains; thence West 11.75 chains; thence South 4.14 chains; thence West 8.96 chains; thence North 7.25 chains to the beginning. And LESS the South 30 feet and LESS the West 30 feet for road right-of-way.

As further described by Boundary Survey dated 1/31/2024, Project # 50164753, by William P. Hinkle, as follows;

A portion of lands lying in Section 6, Township 20 South, Range 28 East, Orange County Florida being more particularly described as follows;

Commence at the Southwest corner of said Section 6, Township 20 South, Range 28 East; thence run along the West line of the Southwest 1/4 of said Section 6, North 00 degrees 01 minutes 26 seconds West, a distance of 30.02 feet; thence departing said West line, run North 87 degrees 59 minutes 58 seconds West, a distance of 39.08 feet to the East right of way of Plymouth Sorrento Road, being a variable right of way per Road Bond Orange County Project #62, also being the Point of Beginning; thence along said East right of way, run North 00 degrees 01 minutes 26 seconds West, a distance of 415.70 feet to the South limited access right of way of State Road 429, per CFX Project 429-204; thence along said South limited access right of way, run North 55 degrees 37 minutes 47 seconds East, a distance of 885.39 feet to a point of curvature of a curve concave Southeasterly, having a radius of 2256.00 feet, a central angle of 18 degrees 51 minutes 57 seconds, having a chord bearing of North 65 degrees 03 minutes 46 seconds East and a chord distance of 739.49 feet; thence run Northeasterly along the arc of said curve a distance of 742.84 feet to a point of non-tangency; thence departing said South limited access right of way, run South 02 degrees 30 minutes 17 seconds East, a distance of 1177.71 feet to the North right of way of Haas Road, being a 60.00 foot wide right of way per Official Records Book 1834, Page 8; thence along said North right of way thence run South 87 degrees 59 minutes 58 seconds West a distance of 1453.54 feet to the Point of Beginning.

Instrument: 200.1  
Project: Green PLACE (Parcel 200)

**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**

1. Easement recorded in Official Records Book 1857, Page 1004, of the Public Records of Orange County, Florida.



**SEP 26 2023**

Project: Green PLACE  
Parcel: 200

## 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 Thomas J. Holder, Sr., as Trustee of the Sally R. Holder Credit Shelter Trust created under agreement dated November 11, 2004, as to an undivided 60% interest and Thomas J. Holder, Sr., as Trustee of the Thomas J. Holder, Sr. Family Trust dated November 11, 2004, as to an undivided 40% interest ("**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

06-20-28-0000-00-057

(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.

Project: Green PLACE  
Parcel: 200

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 One Million Three Hundred and Ninety-Three Thousand Seven Hundred Dollars (\$1,393,700.00).

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 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.

Project: Green PLACE  
Parcel: 200

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.

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

Project: Green PLACE  
Parcel: 200

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.

<b>As to Seller:</b>	<b>with a copy to:</b>
Sally R. Holder Credit Shelter Trust (60% interest) Thomas J. Holder Sr. Family Trust (40% interest) C/O Thomas J. Holder, Sr. Trustee P.O. Box 32 Sorrento, FL 32776-0032	Radson Dempsey, PA Jason Radson 501 E. Fifth Avenue, Mount Dora, FL 32757 352-383-6001 office 352-406-1763 mobile
<b>As to Purchaser:</b>	<b>with a copy to:</b>
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.

Project: Green PLACE  
Parcel: 200

**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.


Project: Green PLACE  
Parcel: 200

**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.

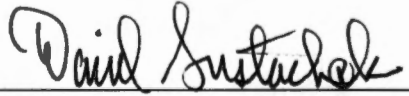
**SELLER**

Thomas J. Holder, Sr., as Trustee of the Sally R. Holder Credit Shelter Trust created under agreement dated November 11, 2004, as to an undivided 60% interest and Thomas J. Holder, Sr., as Trustee of the Thomas J. Holder, Sr. Family Trust dated November 11, 2004, as to an undivided 40% interest.

  
\_\_\_\_\_  
Thomas J. Holder, Sr, As Trustee and  
as Individual

Date: 08.18.2023

Presented to Seller on behalf of Orange County by:

  
\_\_\_\_\_  
David Sustachek, Acquisition Agent  
Orange County Real Estate Management Division

Date: 8-22-2023

Project: Green PLACE  
Parcel: 200

**BUYER**

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners



*Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: *26 September 2023*

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

BY:

*Jennifer Lara-Klimetz*  
for Deputy Clerk

Jennifer Lara-Klimetz  
Printed Name

Project: Green PLACE  
Parcel: 200

**EXHIBIT A  
LEGAL DESCRIPTION**

Parcel ID# 06-20-28-0000-00-057

Land in the SW ¼ of Section 6, Township 20 South, Range 28 East, as described in that certain Trustee's Deed in O.R. Book 10460, Pg 813, Public Records of Orange County, Florida, LESS those lands conveyed to Central Florida Expressway Authority by Order of Taking in O.R. Book 10861, Page 3292, Public Records of Orange County, Florida.



Project: Green PLACE  
Parcel: 200

**EXHIBIT B  
FORM OF WARRANTY DEED**

Instrument:  
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:**

\_\_\_\_\_

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.

Project: Green PLACE  
Parcel: 200

Instrument:  
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:

FORM NOT FOR SIGNATURE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
<name1>

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Post Office Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

FORM NOT FOR SIGNATURE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
<name2>

\_\_\_\_\_  
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 \_\_\_\_\_ and \_\_\_\_\_, who  are personally known to me or  who have each 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, Florida 32802

Notary Public in and for  
the County and State aforesaid

My commission expires:

Project: Green PLACE  
Parcel: 200

### **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

Project: Green PLACE  
Parcel: 200

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.

**REQUEST FOR FUNDS / WIRE TRANSFER**

Under BCC Approval

Under Ordinance Approval

Date: August 31, 2023

Total Amount: \$1,401,067.68

Project: Green PLACE

Parcels: 200

Charge to Account # 1023-068-4303-6110

Beth Jackson 9/7/2023  
Controlling Agency Approval Signature Date

Beth Jackson  
Printed Name:

Heather Coons 9/7/2023  
Fiscal Approval Signature Date

Heather Coons  
Printed Name:

**TYPE TRANSACTION (Check appropriate block(s))**

Pre-Condemnation  Post-Condemnation

N/A District # 2

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

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

\$1,401,067.68 (purchase price, title insurance & closing costs)

Attorney Fees/Expert Fees \$N/A

Total \$1,401,067.68

**DOCUMENTATION ATTACHED (Check appropriate block(s))**

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

Payable to: Cobblestone Title Services, LLC \$1,401,067.68

**SPECIAL NOTE: Payment of \$1,401,067.68 to be made by Wire Transfer Only**

Recommended by Aida T. Ortiz, Sr. Program Manager, Real Estate Mgmt. Div.

9/7/23  
Date

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

9/7/23  
Date

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

\_\_\_\_\_  
Date

Certified M. W. Fries  
Approved by BCC for Deputy Clerk to the Board

**SEP 8 6 2023**  
Date

Examined/Approved Comptroller/Government Grants

\_\_\_\_\_  
Check No. / Date

**IMPORTANT:** This parcel will close by Wire Transfer for the payment of \$1,401,067.68. 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**

Project: Green PLACE  
Parcel No(s): 200  
Name of Owner(s): Sally R. Holder Credit Shelter Trust, Thomas J. Holder, Sr. Family Trust  
Page No.: 1

**SETTLEMENT ANALYSIS**

Pre-Condemnation  
 Not Under Threat

**County's Appraised Value**

<b>Parcel 200</b>	
Land: 28.15 acres (offer based on near midpoint of two appraisals)	\$ 1,255,000.00
Improvements:	\$ 0.00
Cost-to-Cure:	\$ N/A
Other Damages:	\$ N/A
<b>Total Appraisal Value</b>	<b>\$ 1,255,000.00</b>

**Owner's Requested Amount—Initial**

Owner's Counteroffer: based on \$59,000 an acre	\$ 1,660,850.00
Parcel Amount:	\$
Expert Fees:	\$NA
Attorney Fees:	\$ N/A
<b>Total Owner's Requested Amount—Initial:</b>	<b>\$ 1,660,850.00</b>

**Owner's Requested Amount—After Negotiations**

County's Counteroffer: ***10% Purchase Price Cap	\$ 1,393,700.00
Parcel Amount: Two appraisals (\$1,225,000 and \$1,267,000)	\$ 1,393,700.00
Expert Fees:	\$ N/A
Attorney Fees:	\$ N/A
<b>Total Owner's Requested Amount—After Negotiations:</b>	<b>\$ 1,393,700.00</b>

**Recommended Settlement Amount** **\$ 1,393,700.00**

Project: Green PLACE  
Parcel No(s): 200  
Name of Owner(s): Sally R. Holder Credit Shelter Trust, Thomas J. Holder, Sr. Family Trust  
Page No.: 2

**EXPLANATION OF RECOMMENDED SETTLEMENT**

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

The subject property is a vacant 28.15 acre site located on the northeast corner of Plymouth Sorrento Road and Hass Road in Apopka. The property is irregular shaped and has a zoning of A-2, Farmland Rural District, with a Rural future land use. The parcel is in Zone X according to FEMA Flood Map 12095C0050H. Real Estate Management coordinated independent appraisals to establish a basis for purchase value and then reviewed the report with Beth Jackson from Environmental Protection. The value from the appraisals ranged between \$1,225,000 and \$1,267,000. Orange County made an initial offer of \$1,255,000. The seller counteroffered at \$1,660,850 and Orange County counteroffered at \$1,393,700, which the seller agreed to accept.

Recommended by: David Sustachek Date: 09/03/2023  
David Sustachek, Sr. Acquisition Agent, Real Estate Mgmt. Division

Recommended by:  Date: 9/3/23  
Aida Ortiz, Program Manager, Real Estate Mgmt. Division

Approved by: Nemesie Esteves Digitally signed by Nemesie Esteves Date: 2023.09.05 15:38:00 -04'00'  
Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Division