



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: July 2, 2021

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

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

FROM: Robert Babcock, Acquisition Program Manager *RKB*
Real Estate Management Division

CONTACT PERSON: Mindy T. Cummings, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Resolution, Purchase Agreement, County Deed, and Perpetual Easement from Orange County to the State of Florida, Department of Transportation ("FDOT"), approval of Perpetual Easement from FDOT to Orange County, and authorization to Real Estate Management Division to perform all actions necessary and incidental to closing

PROJECT: FDOT – S.R. 551 (Goldenrod Road) from S.R. 408 to S.R. 50
District 3

PURPOSE: To provide for access, construction, operation, and maintenance of road improvements required by FDOT.

ITEMS: Resolution (Parcels 102 and 801)

Purchase Agreement (Parcels 102 and 801)
Revenue: \$121,600

County Deed (Document 102.1)

Perpetual Easement (Document 102A.1)
Revenue: None
Size: 3,619 square feet

Real Estate Management Division

Agenda Item 2

July 2, 2021

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Perpetual Easement (Document 801.1)

Revenue: None

Size: 2,820 square feet

BUDGET: Accounting No.: 1032-072-5029-6410

APPROVALS: Real Estate Management Division
Orange County Attorney's Office
Public Works Department
Utilities Department

REMARKS: This action provides FDOT a portion of County-owned right-of-way and a perpetual easement for clearing, excavating, constructing, operating, and maintaining a County-owned right-of-way. The FDOT perpetual easement to Orange County reserves County's rights for future construction and extension of Valencia College Lane.

FDOT to pay recording fees and record instruments.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 27 2021

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

575-030-07a
RIGHT OF WAY
OGC - 10/16
Page 1 of 4

ITEM SEGMENT NO.: 4376341
DISTRICT: 05
FEDERAL PROJECT NO.: D518 085 B
STATE ROAD NO.: 551
COUNTY: Orange
PARCEL NO.: 102 and 801

Seller: Orange County, a political subdivision of the State of Florida

Buyer: **State of Florida, Department of Transportation**

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. **Description of Property:**

(a) **Estate Being Purchased:** Fee Simple Permanent Easement Temporary Easement Leasehold

(b) **Real Property Described As:** Parcel 102 and Parcel 801, Orange County, Florida

(c) **Personal Property:** N/A

(d) **Outdoor Advertising Structure(s) Permit Number(s):** N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A

These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

II. **PURCHASE PRICE**

(a) Real Property		
Land	1.	\$ <u>107,900.00</u>
Improvements	2.	\$ <u>13,700.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ _____
Total Real Property	4.	\$ <u>121,600.00</u>
(b) Total Personal Property	5.	\$ _____
(c) Fees and Costs		
Attorney Fees	6.	\$ _____
Appraiser Fees	7.	\$ _____

_____ Fee(s)	8.	\$ _____
Total Fees and Costs	9.	\$ <u>0.00</u>
(d) Total Business Damages	10.	\$ _____
(e) Total of Other Costs	11.	\$ _____
List: _____		

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 121,600.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 121,600.00

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____ \$ _____

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

Initial Here

- (i) Other: Buyer and seller agree there are no other fees, costs, or business damage claims associated with this agreement and that this agreement constitutes a final settlement of all such claims, fees and costs, if any. State warrant in the amount of \$121,600.00 made payable to Orange County, a political subdivision of the State of Florida
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page _____ is made a part of this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Buyer

State of Florida Department of Transportation

BY: DocuSigned by:
Jeff Marlowe 8/10/2021 | 4:21 PM EDT
 Signature Date
 Jeff Marlowe Interim D-5 R/W Manager
 Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

9/21/2021 | 8:55 AM EDT

The Buyer has granted Final Agency Acceptance _____ day of _____
 this BY: DocuSigned by:
Jeff Marlowe Jeff S. Marlowe Interim D-5 R/W Manager
 Signature Date
 Type or Print Name and Title

Legal Review: DocuSigned by:
Daniel McDermott 8/10/2021 | 4:17 PM EDT
 DMcDermott 585E81E26BBA45C... Senior Attorney Date
 Type or Print Name and Title

IN WITNESS WHEREOF, the SELLER has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

DATE: *27 July 2024*

ADDRESS OF GRANTOR
P. O. Box 1393
Orlando, Florida 32802-1393

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

By: *Noelia Perez*
Noelia Perez
Deputy Clerk

Print Name: *Noelia Perez*

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 27 2021

03-ORCO-12/18

June 8, 2021

This instrument prepared by

Tammy Mackey

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 102.1

SECTION 75200

F.P. NO. 437634-1

STATE ROAD 551

COUNTY ORANGE

COUNTY DEED

JUL 27 2021

THIS DEED, made this ____ day of _____ 20__ by ORANGE COUNTY, a charter county and political subdivision of the state of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Orange County, Florida, viz:

PARCEL NO. 102

SECTION 75200

FP 437634-1

Tract B per the plat of GOLDENROD & VALENCIA as recorded in Plat Book 79, Page 95 of the Public Records of Orange County, Florida.

CONTAINING 3619 square feet, more or less.

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

PROVIDED that the grantor has the following rights:

1. Subject to the terms and conditions of an Access Connection Permit issued pursuant to Chapter 14-96, Florida Administrative Code, the grantor shall have the right to construct roadway improvements on, within, and upon the lands described herein in accordance with the plans for the capital improvement project known as "Valencia College Lane".

PARCEL NO. 102.1
SECTION 75200
F.P. NO. 437634-1
PAGE 2

2. The grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the grantee's current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the grantee. Should the grantee fail to approve any new construction or relocation of facilities by the grantor or require the grantor to alter, adjust, or relocate its facilities located within said lands, the grantee hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
3. Notwithstanding any provisions set forth herein, the terms of any subsequent permits issued to grantor shall supersede any contrary provisions, with the exception of the provisions herein regarding reserved rights and reimbursement rights.
4. The grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraphs 1 and 2 above, including but not limited to the right to construct roadway improvements, trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the grantee's facilities.
5. The grantor and grantee agree to repair any damage to the other's facilities resulting from the grantor or grantee exercising its rights outlined herein; provided, however that work necessitated as a result of grantee exercising its rights under the last sentence of Paragraph 2 above shall not be deemed to be damage and provided further that nothing herein shall be construed to be a waiver of sovereign immunity with respect to either party.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

PARCEL NO. 102.1
SECTION 75200
F.P. NO. 437634-1
PAGE 3

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

DATE: *27 July 2021*

ADDRESS OF GRANTOR
P. O. Box 1393
Orlando, Florida 32802-1393

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

By: *Noelia Perez*
for Deputy Clerk

Print Name: *Noelia Perez*

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 27 2021

07-PEORCO-3/05

May 12, 2021

This instrument prepared by
Tammy Mackey

Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 102A.1 Part
SECTION 75200
F.P. NO. 437634 1
STATE ROAD 551
COUNTY Orange

PERPETUAL EASEMENT

THIS EASEMENT made this _____ day of _____, _____, by STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantor, to ORANGE COUNTY, a charter county and political subdivision of the state of Florida, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual non-exclusive easement for the purpose of clearing, excavating, constructing, operating, and maintaining all necessary roadway, drainage and pedestrian appurtenances, for a public road, with all such fills, cuts, drains, ditches and other incidents which the grantee may deem necessary or convenient in connection therewith, such other incidents to include, but not necessarily be limited to, any and all activities of grantee and third parties as may be expressly or impliedly authorized for public highway purposes. The rights conferred herein shall be subject to all prior rights of the State of Florida, Department of Transportation, grantor herein, in, over, under, upon and through the following described land in Orange County, Florida, viz:

PARCEL NO. 102A

SECTION 75200
FP 437634-1

Tract B per the plat of GOLDENROD & VALENCIA as recorded in Plat Book 79, Page 95 of the Public Records of Orange County, Florida.

CONTAINING 3619 square feet, more or less.

Grantor shall cooperate and coordinate on the issuance of permits to grantee for public highway purposes and will not unreasonably withhold review and approval of permit applications.

PARCEL NO. 102A.1 Part
SECTION 75200
F.P. NO. 437634 1
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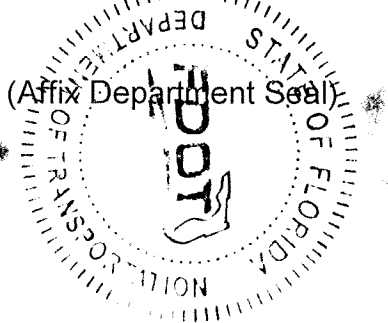
TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Five and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST Tracey Grasser
Tracey Grasser
(Type/print name)
Executive Secretary

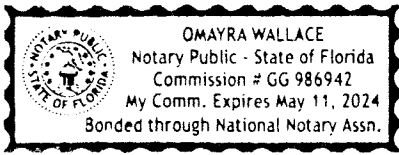
By: Jared W. Perdue, P.E.
District Five Secretary



Legal Review
[Signature]
Office of General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20 day of September, 2021, by Jared W. Perdue, P.E., District Secretary for District Five, who is personally known to me, or who has produced _____ as identification.



Omayra Wallace
Omayra Wallace
(Type/print name)
Notary Public in and for the

PARCEL NO. 102A.1 Part
SECTION 75200
F.P. NO. 437634 1
PAGE 3

(Affix Notary Seal)

County and State last aforesaid.
My Commission Expires: 05/11/2024

ACQUISITION OF THIS LAND IS
NECESSARY FOR R/W PURPOSES
UNDER THREAT OF CONDEMNATION
PURSUANT TO SEC 337.27 F.S.

MJW
FL D.O.T

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 27 2021

07-PE01-09/01

May 12, 2021

This instrument prepared by
Tammy Mackey

Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO: 801.1
SECTION: 75200
F.P. NO.: 437634 1
STATE ROAD: 551
COUNTY: ORANGE

PERPETUAL EASEMENT

THIS EASEMENT made this _____ day of JUL 27 2021, _____, by ORANGE COUNTY, a charter county and political subdivision of the state of Florida, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual, non-exclusive right of way easement for the purpose of clearing, excavating, constructing, operating, and maintaining all necessary roadway, drainage and pedestrian appurtenances, for a public road, with all such fills, cuts, drains, ditches and other incidents which the grantee may deem necessary or convenient in connection therewith, such other incidents to include, but not necessarily be limited to, any and all activities of grantee and third parties as may be expressly or impliedly authorized under the Florida Transportation Code. The rights conferred herein shall be subject to all prior rights of Orange County, Florida, grantor herein, in, over, under, upon and through the following described land in Orange County, Florida, viz:

PARCEL NO. 801

SECTION 75200
FP 437634-1

That portion of:

Tract A per the plat of GOLDENROD & VALENCIA, as recorded in Plat Book 79, Page 95 of the Public Records of Orange County, Florida;

PARCEL NO: 801.1
SECTION: 75200
F.P. NO.: 437634 1
PAGE 2

Described as follows:

Commence at a found 3.5" aluminum disk stamped "ORANGE COUNTY ENGINEERING DEPT." in cut out 0.1' deep marking the Northeast corner of Section 26, Township 22 South,

Range 30 East, Orange County, Florida, according to the Florida Department of Transportation Right of Way Map for State Road 551 (also known as Goldenrod Road), Section 75200, Financial Project Number 437634-1; thence South $89^{\circ}57'50''$ West along the North line of the Northeast 1/4 of said Section 26, a distance of 2638.95 feet to a found nail and disk stamped "JW&G TRAV" marking the North 1/4 corner of said Section 26, said point being Point of Intersection Station 286+51.74 on the Baseline of Survey for State Road 551 according to said Right of Way Map; thence North $00^{\circ}24'38''$ West along the East line of the Southwest 1/4 of Section 23, Township 22 South, Range 30 East and said Baseline of Survey, a distance of 30.00 feet to Baseline of Survey Station 286+81.74, said point being the intersection of said Baseline of Survey and the Easterly extension of the North line of Tract A per the plat of GOLDENROD & VALENCIA, as recorded in Plat Book 79, Page 95 of the Public Records of Orange County, Florida; thence departing said Baseline of Survey and said East line, South $89^{\circ}41'44''$ West along said Easterly extension, a distance of 60.00 feet to the Northeast corner of aforementioned Tract A and the POINT OF BEGINNING; thence South $00^{\circ}24'38''$ East along the East line of said Tract A, a distance of 30.00 feet to a point on the South line of Southwest 1/4 of Section 23, Township 22 South, Range 30 East; thence continue along the East line of aforementioned Tract A, South $00^{\circ}28'22''$ East, a distance of 30.00 feet to the Southeast corner of said Tract A; thence South $89^{\circ}41'44''$ West along the South line of said Tract A, a distance of 47.00 feet; thence departing said South line, North $00^{\circ}26'29''$ West, a distance of 60.00 feet to the aforementioned North line of Tract A; thence North $89^{\circ}41'44''$ East, along said North line, a distance of 47.00 feet to the POINT OF BEGINNING.

CONTAINING 2820 square feet, more or less.

PARCEL NO: 801.1
SECTION: 75200
F.P. NO.: 437634 1
PAGE 3

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Brynn W. Burks*

Jerry L. Demings Jerry L. Demings Orange County Mayor

DATE: *27 July 2021*

Address:
P. O. Box 1393
Orlando, FL 32802-1393

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

By: *Noelia Perez*
Deputy Clerk

Print Name: *Noelia Perez*