



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: November 9, 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 NIT Management, LLC, formally known as 4186 Dairy Ct, LLC, 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 \$302,618, and perform all actions necessary and incidental to closing.

PROJECT: Green PLACE Parcel 204
District 5

PURPOSE: To preserve Environmentally Sensitive Lands (ESL)

ITEMS: Contract for Purchase and Sale
(Parcel 204)
Cost: \$302,618
Size: 17.95 acres

Warranty Deed
(Instrument 204.1)

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

FUNDS: \$302,618 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

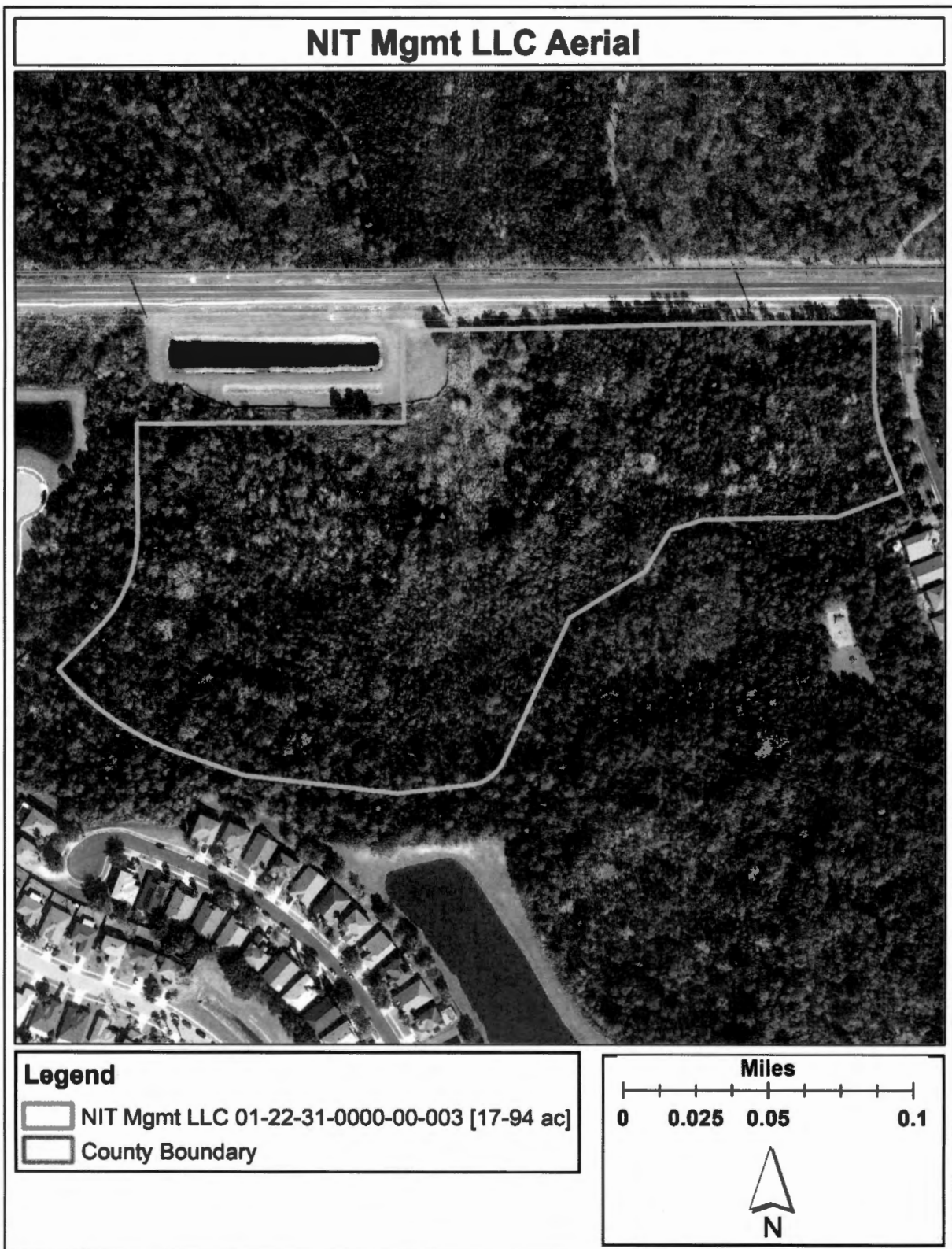
REMARKS: The property is located on the south-side of McColloch Road, just east of North Tanner Road, with an address of 4023 North Tanner Road, Orlando, Florida 32826 (Property) (see map below – area in orange). The Property contains 17.95 acres, has a zoning of PUD, with a Low-Density Residential future land use and is irregular in shape. It should be noted that the Property is located within the Econlockhatchee River Protection Area, and has an active Bald Eagle nest located on the Property. The Property has approx. 14.93 acres of wetlands and is in Zone A and X according to FEMA Flood Map 12095C0285F.

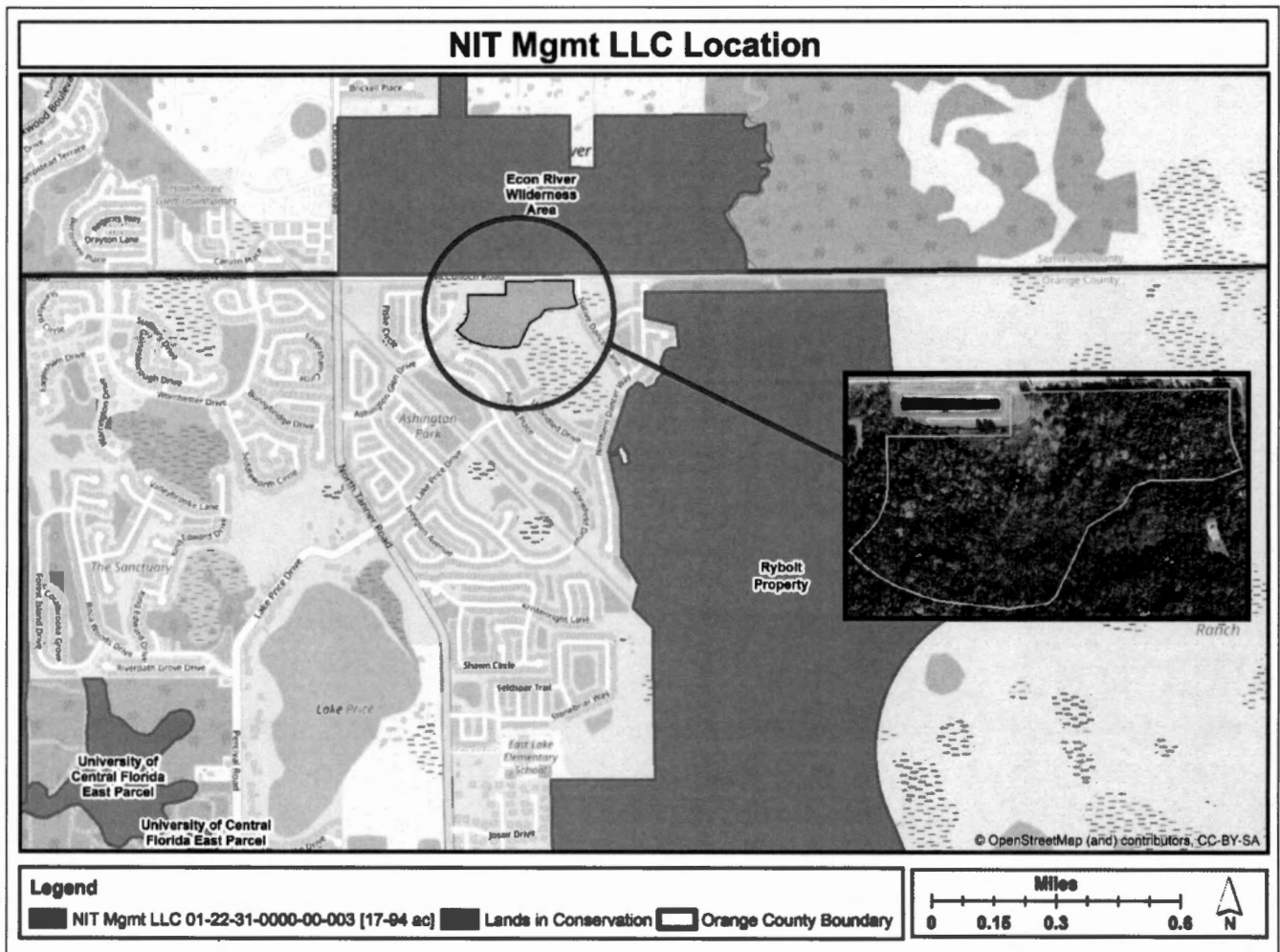
This action adds 17.95 acres of ESL to the Environmental Protection Division's Green PLACE Program. Property meets the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 ESL Acquisition (see criteria below) and provides water resource protection, aquifer recharge, and floodplain 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 non-imperiled and imperiled species	Manageability	Water Resource Protection	Contiguity to other conservation Lands	Enhances Wildlife Corridor	Nature-Based Recreation	Ecotourism Opportunities
204	01-22-31-0000-00-003			X		X	X	X	X	X	





APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 28 2023

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Katherine Ortiz, a staff employee
in the course of duty with the
Real Estate Management Division of Orange
County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
01-22-31-0000-00-003

Instrument: [204.1]
Project: Green PLACE (Parcel 204)

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by **4186 Dairy Ct LLC, a Florida limited liability company N/K/A NIT Management, LLC, a Florida limited liability company** (hereinafter referred to as Grantor) to **Orange County**, a charter county and political subdivision of the State of Florida (hereinafter referred to as Grantee) whose address is P. O. Box 1393, Orlando, Florida 32802-1393.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee, all that certain land situate in Orange County, Florida:

SEE ATTACHED EXHIBIT A

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

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

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants 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, 2023.

Instrument: 204.1
Project: Green PLACE (Parcel 204)

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

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

4186 Dairy Ct LLC, a Florida limited liability company N/K/A NIT Management, LLC, a Florida limited liability company

WITNESS #1
Rendy Geiger
Rendy Geiger

[Signature]
Thomas L. Narut, Managing Member

Print Name
Mailing Address: 385 Alexandria Blvd Ste 2
City: Oviedo State: FL
Zip Code: 32765

Mailing Address: 2237 Garyling Street
City: Orlando State: FL
Zip Code: 32820

WITNESS #2
Robyn Phelps
Signature
Robyn Phelps
Print Name

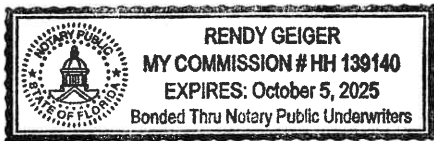
Mailing Address: 385 Alexandria Blvd Ste 2
City: Oviedo State: FL
Zip Code: 32765

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25th day of April 2024, by Thomas L. Narut, Managing Member for 4186 Dairy Ct LLC, a Florida limited liability company N/K/A NIT Management, LLC, a Florida limited liability company, The individual is personally known to me or has produced drivers license as identification.

(Notary Stamp)

Rendy Geiger
Notary Signature
Rendy Geiger



Print Notary Name
Notary Public of: FLORIDA
My Commission Expires: 10/5/2025

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EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1, THENCE RUN ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, S89°26'29"W, A DISTANCE OF 40.61 FEET TO THE NORTHEAST CORNER OF TRACT "X" OF RYBOLT RESERVE, PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 49, PAGES 95 THROUGH 99 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE EAST LINE OF SAID TRACT "X" S00°28'25"E, A DISTANCE OF 99.66 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "X"; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE SOUTH LINE OF SAID TRACT "X" S89°38'48"W, A DISTANCE OF 925.80 FEET TO THE NORTHWEST CORNER OF TRACT "C" OF AFOREMENTIONED RYBOLT RESERVE, PHASE 1, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING AFOREMENTIONED SOUTH LINE, RUN ALONG THE WEST LINE OF SAID TRACT "C" THE FOLLOWING (3) THREE COURSES, S00°22'14"E, A DISTANCE OF 113.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, HAVING A CENTRAL ANGLE OF 20°37'17", HAVING A CHORD BEARING OF S10°33'56"E AND A CHORD DISTANCE OF 125.29 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 125.97 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S21°07'00"E, A DISTANCE OF 76.39 FEET TO THE NORTHERLY LINE OF SAID TRACT "C"; THENCE RUN ALONG SAID NORTHERLY LINE THE FOLLOWING (6) SIX COURSES, S68°57'13"W, A DISTANCE OF 127.57 FEET; THENCE RUN S88°59'22"W, A DISTANCE OF 241.26 FEET; THENCE RUN S72°12'32"W, A DISTANCE OF 64.82 FEET; THENCE RUN S31°27'39"W, A DISTANCE OF 86.99 FEET; THENCE RUN S58°28'10"W, A DISTANCE OF 161.32 FEET; THENCE RUN S24°54'23"W, A DISTANCE OF 136.38 FEET TO A POINT ON THE NORTH LINE OF TRACT "B" OF RYBOLT RESERVE, PHASE 2, ACCORDING TO THE PLAT THEREOF AS LOCATED IN PLAT BOOK 56, PAGES 121 THROUGH 122 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG SAID NORTH LINE THE FOLLOWING (6) SIX COURSES, S24°57'09"W, A DISTANCE OF 150.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 75.00 FEET, HAVING A CENTRAL ANGLE OF 58°42'08", HAVING A CHORD BEARING OF S53°50'18"W AND A CHORD DISTANCE OF 73.52 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.84 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S83°16'39"W, A DISTANCE OF 134.54 FEET; THENCE RUN N83°15'30"W, A DISTANCE OF 283.91 FEET; THENCE RUN N70°58'39"W A DISTANCE OF 115.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 525.00 FEET, HAVING A CENTRAL ANGLE OF 30°21'42", HAVING A CHORD BEARING OF N55°49'44"W AND A CHORD DISTANCE OF 274.96 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 278.20 FEET TO A POINT ON THE EAST LINE OF TRACT "L" OF STONEMEADE PHASE 5, ACCORDING TO THE PLAT THEREOF AS LOCATED IN PLAT BOOK 49, PAGES 62 THROUGH 64, OF

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THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT OF NON-TANGENCY; THENCE DEPARTING AFOREMENTIONED NORTH LINE, RUN ALONG SAID EAST LINE THE FOLLOWING (3) THREE, COURSES, N44°50'04"E, A DISTANCE OF 104.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, HAVING A CENTRAL ANGLE OF 45°01'53", HAVING A CHORD BEARING OF N22°04'33"E AND A CHORD DISTANCE OF 191.47 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 196.49 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N00°13'25"W, A DISTANCE OF 195.70 FEET TO THE SOUTHWEST CORNER OF TRACT "W" OF AFOREMENTIONED RYBOLT RESERVE, PHASE 1; THENCE DEPARTING AFOREMENTIONED EAST LINE, RUN N89°39'21"E ALONG THE SOUTH LINE OF SAID TRACT "W", A DISTANCE OF 485.52 FEET TO THE SOUTHEAST CORNER OF TRACT "W"; THENCE RUN N00°18'55"W, ALONG THE EAST LINE OF TRACT "W" A DISTANCE OF 165.38 FEET TO THE SOUTH LINE OF AFOREMENTIONED TRACT "X"; THENCE ALONG SAID SOUTH LINE, RUN N88°42'20"E, A DISTANCE OF 589.75 FEET; THENCE RUN N89°40'56"E, A DISTANCE OF 268.05 FEET TO THE POINT OF BEGINNING.

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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 NIT Management, LLC, a Florida Limited Liability Company formally known as 4186 Dairy Ct, LLC, a Florida Limited Liability Company (“**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 Number

01-22-31-0000-00-003

(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 Deed for Property, free and clear of all liens and encumbrances, for the total sum of Three Hundred Thousand Dollars (\$300,000.00).

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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.

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

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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 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

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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:	<i>with a copy to:</i>
NIT Management, LLC formally known as 4186 Dairy Ct, LLC Thomas L. Narut and Kelsey T. Narut 2237 Garyling Street Orlando, FL 32820	
As to Purchaser:	<i>with a copy to:</i>
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.

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

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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
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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

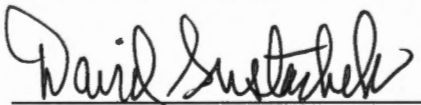
NIT MANAGEMENT, LLC, a Florida Limited Liability Company formally known as 4186 Dairy Ct, LLC, a Florida Limited Liability Company



Thomas L. Narut, President

Date: 09/29/2023

Presented to Seller on behalf of Orange County by:



David Sustachek, Acquisition Agent
Orange County Real Estate Management Division

Date: 10-2-2023

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BUYER

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Burns. Burns

Jerry L Demings
Orange County Mayor

Date: *28 November 2023*

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

BY:

[Signature]

Deputy Clerk

DAVID ROONEY

Printed Name

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EXHIBIT A LEGAL DESCRIPTION

Parcel ID# 01-22-31-0000-00-003

A portion of Section 1, Township 22 South, Range 31 East, Orange County Florida, being more particularly described as follows:

Commence at the Northeast Corner of Section 1, Township 22 South, Range 31 East, Orange County Florida; Thence Run North 89° 10'45" West, along the North line of Northeast 1/4 of said Section 1, a distance of 40.45 feet, to the Northeast corner of Tract "X" (McCulloch Road) RYBOLT REVERSE, PHASE 1, according to the plat thereof as recorded in Plat Book 49, Pages 95 through 99 of the public records of Orange County, Florida; Thence, Leaving the said North line of said Tract "X", run South 00° 49'15" West, Along the East line of said Tract "X", a distance of 100.00 feet, to the Southeast corner of said Tract "X" (McCulloch Road) also being a point on the South line of the North 100.00 feet of the said Northeast 1/4 of said Section 1; Thence run North 89° 10'45" West, along the said South line of Said Tract "X" (McCulloch Road), also being the South line of the North 100 feet of said Northeast 1/4 of said Section 1, a distance of 925.73 feet, to the Northwest corner of Tract "C", of said RYBOLT REVERSE, PHASE 1, said point also being the POINT OF BEGINNING; Thence Leaving Said South lines run South 00° 49'15" West, along The Westerly line of said Tract "C" the following (3) three courses, a distance of 113.09 feet, to the Point of Curvature of a curve concave Easterly, having a Radius of 350.00 feet, a Chord distance of 125.42 feet and a Chord Bearing of South 09° 30'02" East; Thence run Southeasterly along the arc of said curve through a central angle of 20° 38'35" for an arc distance of 126.10 feet, to the Point of Tangency, Thence run South 19°49'20" East, a distance of 76.43 feet, to a point on the Northerly line of said Tract "C"; Thence, along the said Northerly line of said Tract "C" the following (6) six courses, run South 70°10'40" West, a distance of 127.65 feet; Thence run North 89°51'30" West, a distance of 241.11 feet; Thence run South 73°29'16" West, a distance of 64.96 feet; Thence run South 89°27'43" West, a distance of 86.95 feet; Thence run South 59°17'14" West, a distance of 161.33 feet; Thence run South 26°04'50" West, a distance of 136.34 feet, to the Westerly most corner of said Tract "C", said point Also being the Northeast corner of Tract "B", RYBOLT REVERSE, PHASE 4, according to the plat thereof as recorded in Plat Book 56, Pages 121 through 122 of the public records of Orange County, Florida; Thence along the North line of said Tract "B" the following (6) six courses continue South 26°04'50" West, a distance of 151.30 feet, to the Point of Curvature of a curve concave Northwesterly, having a Radius of 75.00 feet, a Chord distance of 73.14 feet and a Chord Bearing of South 55° 15'41" West; Thence run Southwesterly along the arc of said curve through a central angle of 58° 21'43" for an arc distance of 76.40 feet, to the Point of Tangency, Thence run South 84°26'33" West, a distance of 134.45 feet; Thence run North 82°09'29" West, a distance of 283.81 feet; Thence run North 68°47'53" West, a distance of 116.25 feet; to the Point of Curvature of a curve concave Northerly, having a Radius of 525.00 feet, a Chord distance of 274.79 feet and a Chord Bearing of North 54° 37'36" West; Thence run Southwesterly along the arc of said curve through a central angle of 30° 20'34" for an arc distance of 278.03 feet, to the Point of Termination of said curve, said point also being on the East line of Tract "L", STONEMEADE, PHASE 5, according to the plat thereof as recorded in Plat Book 49, Page 62 of the public records of Orange County, Florida; Thence, along the said East line the Following (3) courses, run North 45°48'92" East, a distance of 104.18 feet, to the Point of Curvature of a curve concave Easterly, having a Radius of 250.00 feet, a Chord distance of 191.24 feet and a Chord Bearing of North 23° 18'45" East; Thence run Southeasterly along the arc of said curve through a central angle of 44° 58'33" for an arc distance of 196.24 feet, to the Point of Tangency, Thence North 00° 49'29" East, a distance of 195.71 feet, to the Southwest corner of Tract "W" of said RYBOLT REVERSE, PHASE 1; Thence leaving said East line run South 89° 10'45" East, along the South line of said Tract "W" a distance of 485.59 feet, to the Southeast corner of said Tract "W"; Thence, along the East line of said Tract "W", North 00° 49'29" East, a distance of 165.37 feet, to the Northeast corner of said Tract "W" said point also being on the South line of a F.P.L. Easement (Parcel 2.2) as recorded in Official Records Book 3113, Page 4541 of the public records of Orange County, Florida, also being the South line of the aforesaid Tract "X", (McCulloch Road) RYBOLT REVERSE, PHASE 1, Thence, along said South line run North 89° 51'57" East, a distance of 590.00 feet to a point on the South line of the North 100.00 feet of the said Northeast 1/4 of aforesaid Section 1; Thence continue along the said South line Tract "X", South 89° 10'45" East, a distance of 269.94 feet, to the aforesaid POINT OF BEGINNING.

Project: Green PLACE
Parcel: 204

**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: 204

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 _____ and _____ 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: 204

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.

Project: Green PLACE
Parcel: 204

III. Seller will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for Seller, or furnished to Seller, or its agents, or consultants, and Seller will make available to the Consultants any persons known to have knowledge of such matters. Orange County shall hold the Environmental Survey and any written materials furnished to it by Seller confidential except as required by law.

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

X Under BCC Approval

Under Ordinance Approval

Date: October 18, 2023

Total Amount: \$302,618.00

Project: Green PLACE

Parcels: 204

Charge to Account # 1023-068-4303-6110

Beth Jackson 10/18/2023
Controlling Agency Approval Signature Date

Beth Jackson
Printed Name:

Heather Coons 10/18/23
Fiscal Approval Signature Date

Heather Coons
Printed Name:

TYPE TRANSACTION (Check appropriate block(s))

 Pre-Condemnation Post-Condemnation

X N/A District # 5

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

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

\$302,618.00 (purchase price, title insurance & closing costs)

Attorney Fees/Expert Fees \$N/A

Total \$302,618.00

DOCUMENTATION ATTACHED (Check appropriate block(s))

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

Payable to: Cobblestone Title Services, LLC \$302,618.00

SPECIAL NOTE: Payment of \$302,618.00 to be made by Wire Transfer Only

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

10-18-2023
Date

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

11.3.2023
Date

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

Date

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

NOV 28 2023
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

IMPORTANT: This parcel will close by Wire Transfer for the payment of \$302,618.00. 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 28 2023

Project: Green PLACE
Parcel No(s): 204
Name of Owner(s): NIT Management, LLC formally known as 4186 Dairy Ct, LLC
Page No.: 1

SETTLEMENT ANALYSIS

 Pre-Condemnation
 X Not Under Threat

County's Appraised Value

Parcel

Land: (17.85 acres)	\$270,000.00
Improvements:	N/A
Cost-to-Cure:	N/A
Other Damages:	<u>N/A</u>

Total Appraisal Value – All Parcels \$270,000.00

Owner's Requested Amount—Initial

Parcel

Land: (17.85 acres)	\$300,000.00
Improvements:	N/A
Cost-to-Cure:	N/A
Other Damages:	<u>N/A</u>

Total Owner's Requested Amount—Initial: **\$300,000.00**

Owner's Requested Amount—After Negotiations

Parcel

Land: (17.95 acres)	\$300,000.00
Improvements:	N/A
Cost-to-Cure:	N/A
Other Damages:	<u>N/A</u>

Total Owner's Requested Amount—After Negotiations: \$300,000.00

Recommended Settlement Amount \$300,000.00

Project: Green PLACE
Parcel No(s): 204
Name of Owner(s): NIT Management, LLC formally known as 4186 Dairy Ct, LLC
Page No.: 2

EXPLANATION OF RECOMMENDED SETTLEMENT

The subject property is a vacant 17.95-acre site located on the south side of McColloch Road, just east of North Tanner Road, with the address of 4023 North Tanner Road, Orlando. The property has a zoning of PUD, with a Low-Density Residential future land use. The parcel has approx. 14.93 acres of wetlands and is in Zone A and X according to FEMA Flood Map 12095C0285F and is irregular shaped. It should be noted that the land appears to be in the Econlockhatchee River Protection Zone and has an active Bald Eagle nest centrally located on the property. Real Estate Management coordinated an independent appraisal to establish a basis for purchase value and then reviewed the report with Beth Jackson from Environmental Protection. The value from the appraisal was \$270,000. Orange County made an initial offer of \$270,000. The seller counteroffered \$300,000 and Orange County agreed to accept the seller's counteroffer.

Recommended by: David Sustachek Date: 10/18/2023
David Sustachek, Senior Acquisition Agent, Real Estate Mgmt. Division

Approved by: Nemesie Esteves Date: 11.3.2023
Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Division

or

Approved by: _____ Date: _____
Mindy Cummings, Manager, Real Estate Mgmt. Division

Approved by: Beth Jackson Date: 10/18/2023
Beth Jackson, Environmental Program Supervisor, Natural Resources Management

Integra Realty Resources
Miami/Caribbean
Orlando
Southwest Florida

www.irr.com

In Miami/Caribbean
Dadeland Centre
9155 South Dadeland Blvd.
Suite 1208
Miami, FL 33156
(305) 670-0001

In Orlando
The Magnolia Building
326 N. Magnolia Ave.

Orlando, FL 32801
(407) 843-3377

In Naples/Sarasota
Horseshoe Professional Park
2770 Horseshoe Drive S.
Suite 3
Naples, FL 34104
(239)-643-6888



July 21, 2023

Mr. Christopher W. Langton
Orange County Real Estate Management
400 E. South Street
Orlando, FL 32801

SUBJECT: Market Value Appraisal
Parcel 204
4023 North Tanner Road
Orlando, Orange County, Florida 32826
Client Reference: PO Number: M00000110987
IRR - Orlando File No. 130-2023-0312

Dear Mr. Langton:

Integra Realty Resources – Orlando is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop the following opinions of value:

- The market value as is of the fee simple interest in the subject property as of the effective date of the appraisal, May 13, 2023.

The client for the assignment is Orange County Real Estate Management. The intended user of this report is the client. The intended use of the report is for potential acquisition of the property under the Green Place Project. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

The subject is a vacant tract of land located on the south side of McCulloch Road, just east of North Tanner Road in Orlando, Orange County, Florida. The site contains 17.95 acres or 781,888 square feet. However, wetlands are estimated to encumber 14.93 acres (83%) of this total, and the remaining 3.02 acres (17%) are probable uplands. Additionally, the property has an active Bald Eagle nest centrally located on the subject. The site is zoned PD (Rybolt West Planned Development) with a future land use of LD (Low-Density Residential). For the purposes of this analysis, we have utilized the CAD provided by the owner regarding the wetlands and uplands located on the subject property.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of Orange County Real Estate Management.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusion

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	May 13, 2023	\$270,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The property owner provided specific detail regarding the uplands and wetlands located on the subject property. Therefore, we have utilized this information within our analysis. If at a later date we find that this information is to be incorrect, we reserve the right to modify this appraisal report.
2. The subject property appears to be located within the Econlockhatchee River Protection Zone. We have considered the restrictions of being located within this protection zone in our valuation. If information is provided that the property is outside this protection zone; then we reserve the right to modify this appraisal report.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. No hypothetical conditions were deemed applicable to this valuation.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.



Mr. Christopher W. Langton
Orange County Real Estate Management
July 21, 2023
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Orlando

A handwritten signature in black ink, appearing to read "Chris Starkey". The signature is fluid and cursive, with a large initial "C" and "S".

Christopher D. Starkey, MAI, SGA
Florida State-Certified General Real Estate
Appraiser #RZ2886
Telephone: 407.367.0159
Email: cstarkey@irr.com

