



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: September 21, 2023

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

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

FROM: David Murphy, Senior Acquisition Agent
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7076

ACTION REQUESTED: Approval and execution of Contract for Purchase and Sale by and between Minh D. Tran and Thu Anh Tran, as Co-Trustees of the Tran Family Trust dated February 23, 2005 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 \$3,112,344.38, and perform all actions necessary and incidental to closing.

PROJECT: Green PLACE Parcel 178

District 5

PURPOSE: To preserve Environmentally Sensitive Lands (ESL).

ITEMS: Contract for Purchase and Sale (Parcel 178)

Cost: \$3,112,344.38
Size: 145.87 acres

Warranty Deed
(Instrument 178.1)

Interoffice Memorandum
Real Estate Management Division
Agenda Item 5
September 21, 2023
Page 2 of 5

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

FUNDS: \$3,112,344.38 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 along the south right-of-way of East Colonial Drive (State Road 50), within the unincorporated Christmas area of Orange County ("Property"). Property is identified as parcel 36-22-33-0000-00-004 and consists of 145.87 acres of vacant land. Property is an "L"-shaped tract lying within the A-2 Farmland Rural Zoning District, contains 73.96 acres of agricultural grazing uplands, 81.74 (52.6%) acres of agricultural wet and submerged lands, and a .17-acre commercial tower site. According to the FEMA Flood Map, Boundary Number 12095C0350F dated September 25, 2009, Property is located within a Zone "X" area and Zone "AE" area. Zone "AE" is defined as a special flood hazard area.

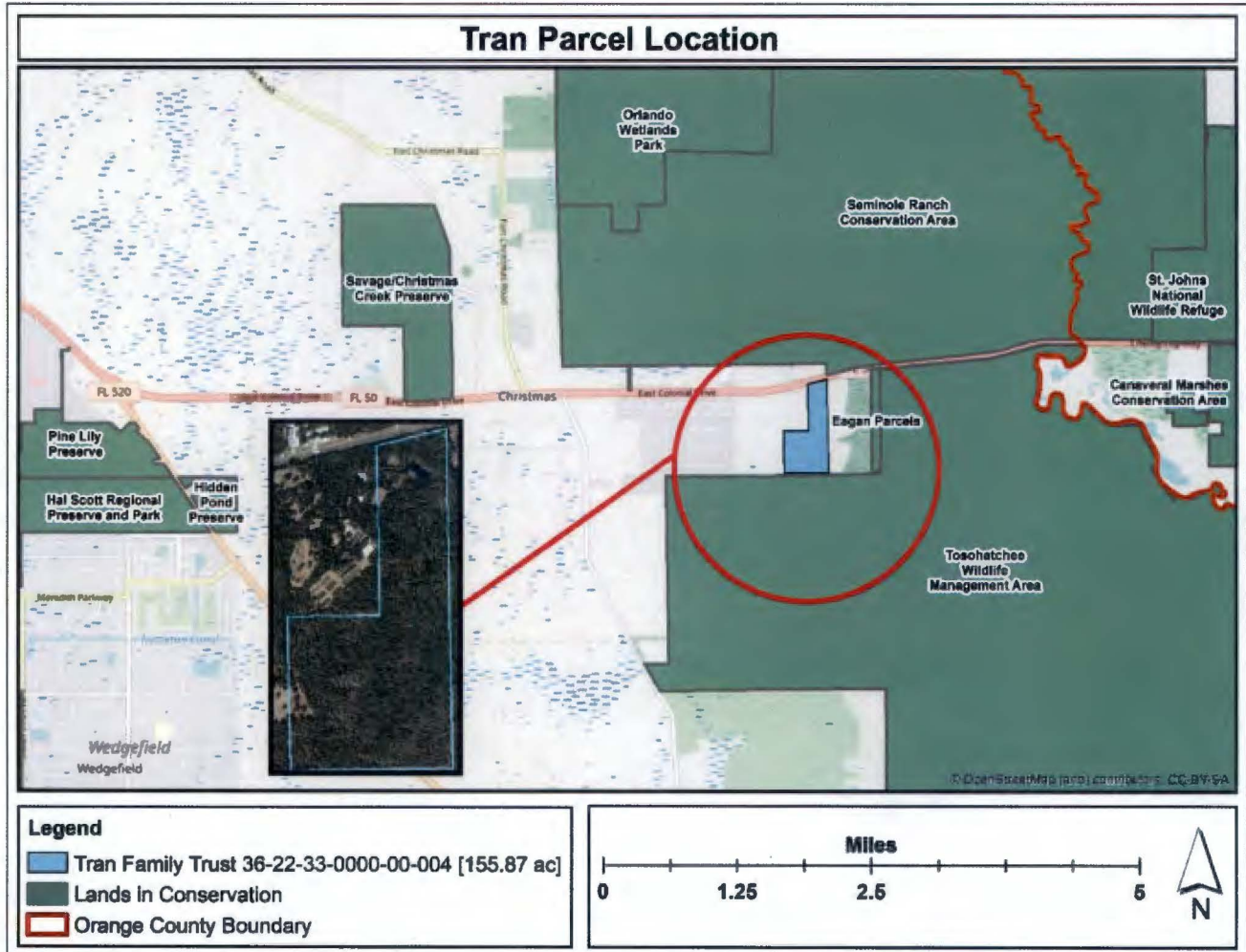
Property is being acquired at the request of the Environmental Protection Division and adds 145.87 acres of ESL to their Green PLACE Program. The subject parcels meet the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 ESL Acquisition (see criteria below), and provides 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	Water Resource Management	Contiguity to other conservation Lands	Enhances Wildlife	Nature-Based Recreation	Ecotourism Opportunities
178	36-22-33-0000-00-004	X	X			X	X	X	X	X	X	





APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OGT 10 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:
a portion of 36-22-33-0000-00-004

Instrument: 178.1
Project: Green PLACE (Parcel 178)

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by **Minh D. Tran, Individually and as Co-Trustee of the Tran Family Trust dated February 23, 2005 and Thu Anh Tran Individually and as Co-Trustee of the Tran Family Trust dated February 23, 2005** (collectively referred to as Grantors) 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 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, 2023

Instrument: 178.1
Project: Green PLACE (Parcel 178)

IN WITNESS WHEREOF, the said Grantors 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

Minh D. Tran, Individually and as Co-Trustee of the Tran Family Trust dated February 23, 2005

WITNESS #1
Rendy Geiger
Signature
Rendy Geiger
Print Name

Minh D. Tran
Minh D. Tran, Individually and as Co-Trustee

Mailing Address: 385 Alexandria Blvd Ste 2 City: Chuluota State: FL
City: Oviedo State: FL Zip Code: 32766
Zip Code: 32765

Mailing Address: 750 Lake Mills Road
City: Chuluota State: FL

WITNESS #2
Robert E Camigonzola
Signature
Robert E Camigonzola
Print Name

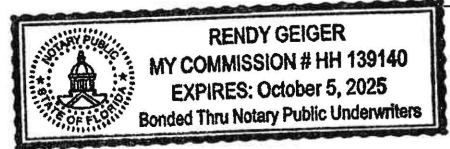
Mailing Address: 18716 East Colonial Drive
City: Orlando State: FL
Zip Code: 32820

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6th day of May 2024, by Minh D. Tran, Individually and as Co-Trustee of the Tran Family Trust Dated February 23, 2005, 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

Instrument: 178.1
Project: Green PLACE (Parcel 178)

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

Thu Anh Tran Individually and as Co-Trustee of the Tran Family Trust dated February 23, 2005

WITNESS #1
Rendy Geiger
Signature
Rendy Geiger

Thu Anh Tran
Thu Anh Tran Individually and as Co-Trustee

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

Mailing Address: 750 Lake Mills Road
City: Chuluota State: FL
Zip Code: 32766

WITNESS #2
Robert E Camigua Jr
Signature
Robert E Camigua Jr
Print Name

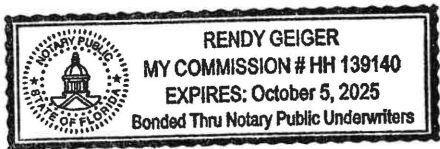
Mailing Address: 18714 East Colonial Drive
City: Orlando State: FL
Zip Code: 32820

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6th day of May 2024, by Thu Anh Tran Individually and as Co-Trustee of the Tran Family Trust Dated February 23, 2005. 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

Instrument: 178.1
Project: Green PLACE (Parcel 178)

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF THE WEST 1/2 SECTION 36, TOWNSHIP 22 SOUTH, RANGE 33 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 50, ALSO LAYING WITHIN AND BEING A PORTION OF DOCUMENT NUMBER: 20060547464, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTH 1/4 CORNER OF SAID SECTION 36, THENCE RUN ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, S89°12'29"W, A DISTANCE OF 2198.39 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N01°05'43"W, A DISTANCE OF 2061.47 FEET; THENCE RUN N89°17'18"E, A DISTANCE OF 1248.50 FEET; THENCE RUN N01°10'19"W, A DISTANCE OF 2278.54 FEET TO THE SOUTH RIGHT OF WAY OF STATE ROAD 50, BEING A 200.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75060-2508; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY N76°03'59"E, A DISTANCE OF 572.13 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN S01°09'34"E, A DISTANCE OF 1108.48 FEET; THENCE RUN N89°17'34"E, A DISTANCE OF 390.11 FEET TO THE EAST LINE OF THE WEST 1/2 OF AFOREMENTIONED SECTION 36; THENCE RUN ALONG SAID EAST LINE S01°09'34"E, A DISTANCE OF 3359.31 FEET TO THE POINT OF BEGINNING.

Project: Green PLACE
Parcel: 178

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 10 2023

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 Minh D. Tran and Thu Anh Tran, as Co-Trustees of The Tran Family Trust dated February 23, 2005 (“**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
36-22-33-0000-00-004

(hereinafter referred to as the “**Parcel**”)

- B. Buyer requires the Parcel, less and except that certain 10± acre uplands which will include a commercial cellular tower area thereof to be determined by the parties during the Inspection Period (the “**Excluded Area**”)—all as further and more specifically described on Exhibit A, incorporated herein by reference (hereinafter referred to as the “**Property**”), 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**

Project: Green PLACE
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MILLION FOUR HUNDRED THIRTY THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$3,430,450.00).

The Consideration to close shall adjust to account for the Excluded Area at the rate of \$33,000.00 per acre or any portion thereof.

3. Effective Date: The effective date of this Agreement (the “Effective Date”) shall be the date this Agreement is approved by the Orange County Board of County Commissioners (the “Board”) and executed by the Board.

4. Closing Date and Location: Unless otherwise agreed in writing between Buyer and Seller, the closing of the purchase and sale of the Property contemplated herein (“Closing”) shall be a “mail away” closing and all documents and funds necessary for Closing shall be received by the Title Company (defined below)(the “Closing Agent”) on or before thirty (30) days after the expiration of the Inspection Period (the “Closing Date”) (except to the extent that the Closing Date is extended by other provisions of this Agreement).

5. Closing Costs: The following costs are required to complete the transaction contemplated pursuant to this Agreement (the “Costs”). The Costs are allocated between the Seller and Buyer as follows:

Cost	Paid by Seller	Paid by Buyer
Recording Fees for Deed	No	Yes
Documentary Stamps	Yes	No
Title Insurance	No	Yes
Closing Agent Fee	No	Yes
Survey	No	Yes
Appraisal Report(s)	No	Yes
Recording fees for any instruments required by title commitment to clear title	Yes	No

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 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. If, 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.

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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) issued by a title company (the “**Title Company**”) reasonably acceptable to Buyer, 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.

i. Within **ninety (90) days** of the Effective Date of this Agreement, Buyer shall 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

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the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

ii. Contemporaneously with obtaining the Survey, the Seller shall also, at its expense, obtain a boundary survey of and creation of legal description for the Excluded Area. The parties shall cooperate in good faith to agree upon the boundaries for the Excluded Area; provided that the Excluded Area shall be comprised only of uplands, and non waste/wetlands areas. In the event that the parties cannot come to an agreement on the foregoing prior to expiration of the Inspection Period, then the Seller may terminate this Agreement upon written notice to the Buyer. Upon approval of the Excluded Area, the legal description for the Property and/or Parcel shall be amended so as to clearly and unequivocally exclude and except the Excluded Area. The Buyer shall use commercially reasonable efforts to assist the Seller in obtaining a lot split/lot line adjustment approval from Orange County prior to Closing, at Buyer's cost, the receipt of which shall be a condition precedent to Seller's obligations to close.

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**, which 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.

Project: Green PLACE
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As to Seller:	with a copy to:
Minh D. Tran & Anh Tran, as Co-Trustees of the Tran Family Trust 750 Lake Mills Road Chuluota, Florida 32766	Carrigan Realty, Inc. Robert E Carrigan IV 18716 E Colonial Dr, Orlando, Florida 32820 (407) 462-7720 robertc4fish@aol.com
As to Buyer:	with a copy to:
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 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.

g. Counterparts. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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:

Minh D. Tran and Thu Anh Tran, as Co-Trustees of The Tran Family Trust dated February 23, 2005

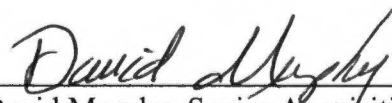
By: 
Minh D. Tran, As Co-Trustee of the Tran Family Trust

Date: 08/08/2023

By: 
Thu Anh Tran, As Co-Trustee of the Tran Family Trust

Date: 08/08/2023

Presented to Seller on behalf of Orange County by:


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

Date: 8/11/2023

Project: Green PLACE
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BUYER

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



Bryan W. Brooks

for Jerry L. Demings
Orange County Mayor

Date: 10 October 2023

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

BY:

Jennifer Lara-Klimek

Deputy Clerk

Jennifer Lara-Klimek
Printed Name

Project: Green PLACE
Parcel: 178

**EXHIBIT A
LEGAL DESCRIPTION**

[SUBJECT TO FURTHER REVISION DURING THE INSPECTION PERIOD]

Parcel ID# 36-22-33-0000-00-004

That part of the West ½ of Section 36, Township 22 South, Range 33 East, lying South of State Road No. 50, as more particularly described indeed in O.R. Book 8816, Page 706, of the Public Records of Orange County, Florida

LESS AND EXCEPT that certain 10± acre area

...

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

Instrument:
Project:

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by <name(s)>, hereinafter called the GRANTORS, to Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, hereinafter called the GRANTEE.

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

SEE ATTACHED SCHEDULE "A"/ EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

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

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

AND the GRANTORS do hereby covenant with said GRANTEE that the GRANTORS are lawfully seized of said land in fee simple; that the GRANTORS have good right and lawful authority to sell and convey said land; that the GRANTORS do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 20__.

Project: Green PLACE
Parcel: 178

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

Signed, sealed and delivered
in the presence of:

FORM NOT FOR SIGNATURE

Witness

<NAME.1>

Printed Name

Post Office Address

Witness

Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid

My commission expires:

Project: Green PLACE
Parcel: 178

EXHIBIT C DUE DILIGENCE CONTINGENCY

I. Orange County may obtain a report ("**Environmental Survey**") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "**Consultants**"), within ninety (90) days from Effective Date. Such Environmental Survey may include, but not be limited to, the following:

- a. contamination of the "Property" (which term shall hereinafter be deemed to include any buildings or structures located thereon) by hazardous materials;
- b. apparent violation of environmental requirements upon or associated with activities upon the Property;
- c. the presence of any endangered or threatened species or plant life on the Property;
- d. whether the Property has any historical or archeological significance;
- e. potential incurrence of environmental damages by the owner(s) or operator(s) of the Property

(all of which shall hereinafter be collectively referred to as the "**Environmental Exceptions**")

The Environmental Survey may include, without limitation, the results of:

- a. a site inspection;
- b. interviews of present occupants of the Property;
- c. a review of public records concerning the Property and other properties in the vicinity of the Property;
- d. a review of aerial photographs of the Property and other evidence of historic land uses;
- e. soil and/or ground water testing and/or analysis;
- f. asbestos testing and/or analysis;
- g. testing and/or analysis of any other apparently applicable environmental hazard or condition; and
- h. building inspection.

The Environmental Survey shall include, (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Seller which do not impede the performance of the Environmental Survey. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

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

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Parcel: 178

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: August 22, 2023

Total Amount: \$3,112,344.38

Project: Green PLACE

Parcels: 178

Charge to Account # 1023-068-4303-6110

Beth Jackson 8-23-2023
Controlling Agency Approval Signature Date

Beth Jackson
Printed Name:

Heather Coons 8/23/23
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
X 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
\$3,112,344.38 (purchase price, title insurance & closing costs)
Attorney Fees/Expert Fees \$N/A
Total \$3,112,344.38

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 \$3,112,344.38

SPECIAL NOTE: Payment of \$3,112,344.38 To be made by Wire Transfer Only

Recommended by David Murphy, Senior Acquisition Agent, Real Estate Mgmt. Div.

8/22/2023
Date

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

Date

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

Date

Certified Megan M. Ficco, Deputy Clerk to the Board

OCT 1 0 2023
Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

IMPORTANT: This parcel will close by Wire Transfer for the payment of \$3,112,344.38. Instructions will be sent once the closing date is determined. Please Contact the Agent @ 407 836-7076 if there are any questions.

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS OCT 1 0 2023

Project: Green PLACE
Parcel No(s): 178
Name of Owner(s): Minh D. Tran and Thu Anh Tran, as Co-Trustees of the Tran Family Trust
Page No.: 1

SETTLEMENT ANALYSIS

Pre-Condernnation
 Not Under Threat

County's Appraised Value

Parcel 178	
Land: 145.87 acres	\$ 3,430,450.00
Improvements: None	\$ 0.00
Cost-to-Cure:	\$ N/A
Other Damages:	\$ N/A
Total Appraisal Value	<u>\$ 3,430,450.00</u>

Owner's Requested Amount—Initial

Owner's Counteroffer: Listed for sale by a real estate brokerage	\$ N/A
Parcel Amount:	\$
Expert Fees:	\$NA
Attorney Fees:	\$ N/A
Total Owner's Requested Amount—Initial:	<u>\$ N/A</u>

Owner's Requested Amount—After Negotiations

Owner's Counteroffer:	\$ 3,430,450.00
Parcel Amount:	\$ 3,430,450.00
Expert Fees:	\$ N/A
Attorney Fees:	\$ N/A
Total Owner's Requested Amount—After Negotiations:	<u>\$3,430,450.00</u>

Recommended Settlement Amount **\$ 3,430,450.00**
Less 10 acres the Owner would like to retain based on \$33,000 per acre --- **\$3,100,450.00**

Project: Green PLACE
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EXPLANATION OF RECOMMENDED SETTLEMENT

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

The subject property, E. Colonial Drive, Christmas, Florida 32709 consists of one parcel located along the south right-of-way of East Colonial Drive, within the unincorporated Christmas area of Orange County, Florida. The Property is identified as parcel 36-22-33-0000-00-004 according to Orange County Property Appraiser's Office. The Property consists of 155.87-acres of vacant land situated along the south right-of-way of East Colonial Drive (State Road 50). The Property is an "L"-shaped tract lying within the A-2 Zoning District. The Orange County Property Appraiser's office identifies the subject property to contain 73.96 acres of agricultural grazing uplands, 81.74 acres of agricultural wet and submerged lands, and a .17-acre commercial tower site. According to the FEMA Flood Map, Boundary Number 12095C0350F, dated September 25, 2009, the Property is located within a Zone "X" area and Zone "AE" area. Real Estate Management coordinated two independent appraisals to establish a basis for purchase value and then reviewed the report with Beth Jackson from Environmental Protection. The average value of both appraisals was \$3,430,450.00, with an initial offer of \$3,430,450.00. After discussing the appraisal and valuation of the property, the property owners decided to retain 10 acres which will include a cellular tower and have agreed to accept a final reduction offer of \$3,100,450.00. This accepted offer meets the project's purchase price cap, as it does not exceed 10% of the valuation of the property established by the County-approved appraisal.

Recommended by: David Murphy Date: 9/13/2023
David Murphy, Sr. Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Aida Ortiz Date: 9/13/23
Aida Ortiz, Program Manager, Real Estate Mgmt. Division

Recommended by: Beth Jackson Date: 9/13/2023
Beth Jackson, Environmental Program Supervisor, Natural Resource Mgmt.

Recommended by: _____ Date: _____
Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Division

CERTIFICATE OF VALUE

(DELETE APPROPRIATE [BRACKETED] WORD)

I certify to the best of my knowledge and belief, that:

County: Orange
Managing District: Orange
Parcel No.: Tran Family Trust / 178

- 1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the acquisition of land area for the Orange County Environmental Protection Division for passive recreational activities.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Orange County and I will not do so until so authorized by the County officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 26th day of September, 2022, is: \$3,740,900

Market value should be allocated as follows:

Table with 2 columns: Description and Value. Rows include LAND (\$3,740,900), LAND AREA (155.87 Acres), IMPROVEMENTS (\$0), PROPERTY TYPE (Vacant Rural Agricultural), NET DAMAGES &/OR COST TO CURE (\$0), and TOTAL (\$3,740,900).

October 3, 2022
DATE

Robert W. Simmons, Jr.
APPRAISER
Robert W. Simmons, Jr., Vice President
State-Certified General Real Estate Appraiser RZ1736