



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** September 23, 2019

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

**FROM:** Erica Guidroz, Acquisition Agent *EG*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval of purchase above appraised value, approval and execution of Contract for Sale and Purchase between Progress Drive, LLC and Orange County, approval of Warranty Deed from Progress Drive, LLC to Orange County, delegation of authority to the Real Estate Management Division to extend, terminate, and furnish notices under the contract, and authorization to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing

**PROJECT:** Fire Station #69  
District 5

**PURPOSE:** To provide for acquisition, construction, operation, and maintenance of a new fire station.

**ITEM:** Contract for Sale and Purchase (Parcel 101)  
Warranty Deed (Instrument 101.1)  
Cost: \$1,200,000  
Size: 4.57 acres

**BUDGET:** Account No.: 1046-034-0806-6110

**FUNDS:** \$1,206,277 Payable to First American Title Insurance Company  
(purchase price and closing costs)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Fire Rescue Department

**REMARKS:** The subject property, containing 4.57 acres, is located on the northwest corner of Research Parkway and Progress Drive in the Central Florida Research Park, and is proposed for acquisition by County as a site for new Fire Station #69.

Seller to pay documentary stamp tax and prorated taxes. County to pay recording fees, title premium, and closing costs.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

OCT 08 2019

Prepared by and Return to:  
Jennifer Langdon, an employee of  
First American Title Insurance Company  
2301 Maitland Center Parkway, Suite 450  
Maitland, Florida 32751  
(407)691-5200  
File No.: 2021-4434778

DOC# 2020082946  
02/11/2020 09:59:28 AM Page 1 of 3  
Rec Fee: \$27.00  
Deed Doc Tax: \$8,400.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Phil Diamond, Comptroller  
Orange County, FL  
PU - Ret To: ORANGE COUNTY REAL ESTATE

## **SPECIAL WARRANTY DEED**

State of Florida

County of Orange

**THIS SPECIAL WARRANTY DEED** is made on February 6, 2020, between

**Progress Drive, LLC, a Florida limited liability company**

having a business address at: 135 W. Central Blvd., Suite 900, Orlando, Florida 32801  
("Grantor"). and

**Orange County, a charter county and political subdivision of the state of Florida**

having a mailing address of: 400 E. South Street, Orlando, FL 32802  
("Grantee"),

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto said "Grantee", it's successors and assigns forever, following described land, situate, lying and being in the County of **Orange**, State of **Florida**, to-wit:

**See attached Exhibit "A"**

Tax Parcel Identification Number: **10-22-31-1240-02-020**

**SUBJECT**, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any.

**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** Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to **2019**, and all matters of record. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

**In Witness Whereof**, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Progress Drive LLC, a Florida limited liability company  
By: [Signature]  
Name: Reid S. Berman  
Title: Manager

Signed, sealed and delivered in our presence:  
[Signature]  
Witness Signature  
Print Name: REGINA G. BABIAK

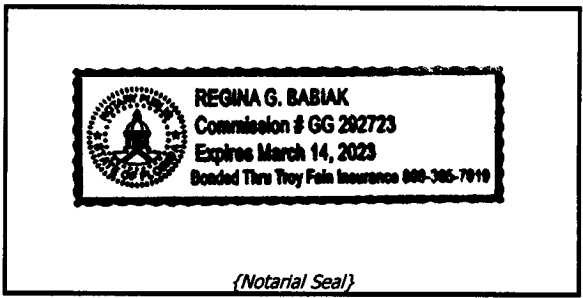
[Signature]  
Witness Signature  
Print Name: LAURA M. BROWN

State of **Florida**  
County of **Orange**

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me by means of  physical presence or  online notarization, on February 6, 2020 by **Reid S. Berman, as a Manager of Progress Drive, LLC, a Florida limited liability company, on behalf of the limited liability company**, existing under the laws of the State of **Florida**, who is personally known to me or who has produced a valid driver's license as identification.

[Signature]  
Notary Public  
**REGINA G. BABIAK**  
(Printed Name)

My Commission expires: 3/14/2023



**Exhibit "A"**

Lot 2, Block 2, CENTRAL FLORIDA RESEARCH PARK SECTION - I, according to the plat thereof, as recorded in Plat Book 12, Pages 123 through 126, Public Records of Orange County, Florida.

Project: Fire Station #69  
Parcel: 101

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

OCT 08 2019

**CONTRACT FOR SALE AND PURCHASE**

**COUNTY OF ORANGE  
STATE OF FLORIDA**

THIS CONTRACT is made between Progress Drive, LLC, a Florida limited liability company, hereinafter referred to as SELLER, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as BUYER (the "Contract").

**WITNESSETH:**

WHEREAS, BUYER requires the land described on **Exhibit "A"** attached hereto for the above referenced project and SELLER agrees to furnish said land for such purpose, on the terms and conditions below.

**Property Appraiser's Parcel Identification Number**

10-22-31-1240-02-020

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), each to the other paid, the parties hereto agree as follows:

SELLER agrees to sell and convey said land unto BUYER by Special Warranty Deed, free and clear of all liens and encumbrances except those approved or accepted by BUYER, for the total sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00), based on (two) appraisal reports to be obtained and approved by the BUYER that supports the purchase price herein. If the appraisal reports obtained by BUYER are not acceptable to BUYER. BUYER may terminate this Contract at any time prior to the expiration of the Inspection Period.

1. At the Closing, the Purchase Price, subject to adjustments and prorations in accordance with this Contract, shall be paid to the SELLER by completed bank wire transfer of immediately available federal funds.
2. This transaction shall be closed and the deed and other closing papers delivered on or before 30 days from the expiration of the Inspection Period. Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801, or at a Title Company designated by the BUYER. Notwithstanding anything contained in this Contract to the contrary, if the closing has not occurred by March 15, 2020, then SELLER may terminate this CONTRACT by providing written notice to BUYER.
3. SELLER agrees that from and after the Effective Date and prior to closing, 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 ("Inspections"). BUYER, through its agents, shall have the right to enter upon the property for the purpose of performing such

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activities, provided said activities shall not materially damage the property.

4. Expenses:
  - A. 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 First American Title Insurance 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. In the event that, as of closing, 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.
  - B. Documentary stamp tax shall be paid by SELLER. BUYER shall pay for recording the deed.
  - C. Title insurance is to be paid by BUYER.
  - D. Survey is to be paid by BUYER.
5. This CONTRACT 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 CONTRACT between SELLER and BUYER. No additions, alterations, or variations to the terms of this CONTRACT shall be valid, nor can provisions of this CONTRACT be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.
6. Special clauses:
  - A. This CONTRACT is contingent upon delivery by SELLER to BUYER in recordable form of all instruments necessary to convey clear title to the property.
  - B. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
  - C. SELLER will surrender possession of the property at time of closing.
  - D. The Environmental Due Diligence Contingency, attached hereto as **Exhibit "B"**, is a material condition of this CONTRACT and incorporated herein by this reference.
  - E. Effective Date: This CONTRACT shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners (the "Effective Date").

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- F. BUYER shall have one hundred and 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. On or before forty-five (45) days following the Effective Date of this CONTRACT, BUYER shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to insure BUYER as purchaser of the property in the amount of the purchase price (hereinafter referred to as 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 except those approved or accepted by BUYER. 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 ninety (90) days from the Effective Date. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to BUYER (hereinafter referred to as "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 do so, or to incur expense or to initiate legal proceedings. If SELLER elects to cure a Title Defect and is successful in curing or eliminating the Title Defects, the closing hereunder shall take place on the date specified in Paragraph 2 hereof. 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) elect to terminate this CONTRACT on account thereof, which BUYER must do by sending written notice thereof to SELLER prior to the expiration of the Inspection Period, or (b) elect to close its purchase of the property and accept a conveyance of SELLER's title thereto subject to and notwithstanding the existence of the Title Defects on the date specified in Paragraph 2 hereof. In the event that BUYER elects to terminate this CONTRACT because of the existence of Title Defects which are not cured or eliminated, upon giving timely written notice of that fact to SELLER prior to the expiration of the Inspection Period described herein, this CONTRACT shall terminate, except for provisions expressly surviving termination hereunder. In the event BUYER does not timely send notice of termination as described herein, then BUYER shall be deemed to have accepted the Commitment and shall be deemed to have chosen option (b) above.
- G. Survey. Within ninety (90) days of the Effective Date of this CONTRACT, BUYER may obtain a current boundary survey of the property. The survey shall be certified to BUYER and First American Title Insurance Company 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 OWNER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this CONTRACT. 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. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.
- H. In the event BUYER (i) elects to terminate this Contract as herein provided or (ii) for any reason fails to close the purchase of the Property in accordance with the terms of



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this Contract then, and in any such event, BUYER shall deliver to SELLER within 30 days following the date of termination of this Contract copies of all documents and materials (collectively the "BUYER'S Inspection Documents"), if any, in BUYER'S possession stemming from or relating to the conduct and/or the completion of the Inspections by BUYER, or by BUYER'S agents, employees or independent contractors, but excluding any attorney/client privileged documents or proprietary information of BUYER. BUYER shall deliver BUYER'S Inspection Documents to SELLER without charge or cost to SELLER. SELLER then may use such materials for SELLER'S own purpose and without payment to BUYER. The requirement of BUYER to deliver such items shall expressly survive termination of this Contract.

8. Acknowledgment of Condition:

- A. Acknowledgment of Condition and Disclaimer. BUYER acknowledges and agrees that, except as expressly set forth in this Contract, SELLER has not made, and specifically negates and disclaims, any representations, warranties (other than the special warranty of title and against encumbrances contained in the deed to be delivered in accordance with this Contract), covenants or agreements of any kind or character regarding any aspect of the Property, including, without limitation: (i) the value, nature, quality or physical condition of the Property, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any activity or use which BUYER or any tenant may conduct thereon, (iv) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (vi) the manner, quality, state of repair or lack of repair of the Property, or (vii) compliance of the Property with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including the existence in or on the Property of hazardous materials. Additionally, except as expressly set forth in this Contract, no person acting on behalf of SELLER is authorized to make, and by execution hereof BUYER acknowledges that no person has made, any representation, warranty, covenant or agreement regarding the Property or the transaction contemplated herein. BUYER acknowledges that, having been given the opportunity to inspect the Property, BUYER is relying solely on its own investigation of the Property and not on any information provided or to be provided by SELLER, other than information expressly required to be provided by SELLER hereunder. BUYER further acknowledges and agrees that, to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "as-is, where-is" basis with all faults.

9. Brokers and Brokerage Commissions:

BUYER represents and warrants to SELLER that BUYER has not engaged any realtor, broker, finder or other intermediary in connection with the transaction contemplated by this Contract. BUYER hereby agrees to indemnify, defend and hold SELLER harmless with respect to any loss, cost, damage or expense arising out of, or attributable to, any claim to any brokerage commission or fee by any person or entity claiming a commission or fee from SELLER by

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reason of acts or agreements (written or oral) of BUYER. SELLER represents and warrants to BUYER that SELLER has not dealt with any realtor, broker, finder or other intermediary in connection with the transaction contemplated by this Contract. SELLER hereby agrees to indemnify, defend and hold BUYER harmless with respect to any loss, cost, damage or expense arising out of, or attributable to, any claim to any brokerage commission or fee by any person or entity claiming a commission or fee from BUYER by reason of acts or agreements (written or oral) of SELLER. Each representation, warranty and agreement contained in this paragraph shall survive closing and delivery to BUYER of the instruments transferring title to the Property.

10. Miscellaneous:

- A. Notices. Any notices or other communications which may be required or desired to be given under the terms of this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, if sent by overnight courier service (e.g., Federal Express) or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective party at the addresses set forth below:

If to BUYER:

Orange County Real Estate Management Division  
Attention: Erica Guidroz  
400 E. South Street, 5<sup>th</sup> Floor  
Orlando, Florida 32802  
Telephone: (407) 836-7036  
E-Mail: erica.guidroz@ocfl.net

If to SELLER:

Progress Drive, LLC  
Attention: Reid Berman  
135 West Central Boulevard, Suite 900  
Orlando, Florida 32801  
Telephone: (407) 659-0120 Ext. 113  
E-Mail: rberman@towerrealtypartners.com

Any notice so given, delivered or made by mail shall be deemed to have been duly given, delivered or made (i) on the date the same is received or receipt refused if mailed by United States certified mail, return receipt requested, postage prepaid, (ii) the date of receipt if sent by overnight courier service as evidenced by the courier service air bill, or (iii) if hand delivered, the date of actual receipt of the same by the party to whom the same is to be given, delivered or made. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

- B. Modification and Waiver. This Contract may not be changed, amended or modified in any respect whatsoever except in writing signed by both parties, nor may any covenant,

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agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by the party or parties to be charged with such waiver.

- D. Venue. The venue of any state court litigation arising out of this Contract shall be in Orange County, Florida.
- E. Time. Time is of the essence with respect to each and every provision of this Contract. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day. As used herein, the term "business day" means and refers to a day which is not a Saturday, Sunday or legal holiday in Orange County, Florida. The term "legal holiday" means and refers to a day other than a Saturday or Sunday on which (i) national banks are permitted not to open for banking business and (ii) the Orange County Courthouse is not open for the transaction of public business.
- F. Governing Law. This Contract and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida.
- G. Exhibits. The exhibits attached hereto and referred to herein are by such attachment and reference made a part of this Contract for all purposes.
- H. Paragraph Headings. The captions, headings, paragraph numbers and paragraph letters appearing in this Contract are inserted as a convenience only and in no way define, limit, construe, or describe the scope or intent of such sections nor in any way affect the interpretation hereof; they shall be ignored in construing or interpreting any and all provisions of this Contract.
- I. Singular and Plural Usages. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.
- J. Construction of Contract. The fact that one of the parties to this Contract may be deemed to have drafted or structured any provision of this Contract shall not be considered in construing or interpreting any particular provision of this Contract, either in favor of or against such party.
- K. Counterparts. This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Contract, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.
- L. Entire Contract. This Contract (and all exhibits and addenda hereto) constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, whether written or oral, with regard to the sale of the Property. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, made or executed by any party hereto or any employee or agent thereof, with regard

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to the sale, lease or encumbrance of the Property, or any part thereof, shall be binding upon any party hereto unless specifically set forth in this Contract or in subsequent amendments executed by SELLER and BUYER.

- M. Severability. This Contract is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Contract, or the application thereof, to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent possible.
- N. Non-Recordation. The parties hereto agree that neither this Contract nor any notice or memorandum thereof shall be recorded in any public records. Violation of this provision shall constitute a default hereunder by the party violating this provision. The provisions of this subparagraph shall not be construed to restrict, prevent or preclude the filing of pleadings or other documents or instruments in connection with litigation or governmental approval arising out of, stemming from or pertaining to this Contract or the Property nor, in the event of any such litigation, the recordation of a notice of lis pendens if authorized by statute or order of court, as appropriate.
- O. No Partnership or Joint Venture. The relationship of BUYER and SELLER hereunder is that of BUYER and SELLER only, and none of the provisions of this Contract are intended to or do create a partnership or joint venture.
- P. Successors and Assigns. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto and the terms "SELLER" and "BUYER" shall include the parties to this Contract and their respective assigns and successors-in-interest and/or title. Reference in the preceding sentence to "assigns" shall not be deemed or construed to authorize, legitimize or render effective any assignment in violation of the provisions of paragraph Q below.
- Q. Assignment. BUYER may assign BUYER'S rights hereunder only with the prior, written consent of SELLER which consent may be conditioned or withheld for any reason or for no reason.

Project: Fire Station #69  
Parcel: 101

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the date(s) written below.

Progress Drive, LLC,  
a Florida limited liability company  
BY: [Signature]  
Reid Berman, as manager

Post Office Address  
135 W. Central Boulevard, Suite 900  
Orlando, FL 32820

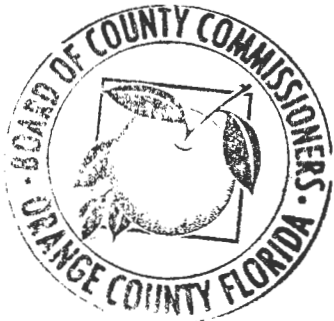
DATE: 9-12-19

**BUYER**

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

By: [Signature]  
Jerry L. Demings  
Orange County Mayor

Date: 8 Oct 19



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

By: [Signature]  
for Deputy Clerk

Print: Noelva Perez

**EXHIBIT "A"**

Project: Fire Station #69  
Parcel: 101

**LEGAL DESCRIPTION**

Lot 2, Block 2, CENTRAL FLORIDA RESEARCH PARK, SECTION – I, according to the plat thereof, as recorded in Plat Book 12, Pages 123 through 126, Public Records of Orange County, Florida.

Project: Fire Station #69

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## **EXHIBIT "B"**

### **ENVIRONMENTAL 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 the Inspection Period. Such Environmental Survey may include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions").**

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

**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;**
- (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 during the Inspection Period, 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**

Project: Fire Station #69

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**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 results are unacceptable to Orange County, then, this CONTRACT shall be terminated upon notice to SELLER given on or before the end of the Inspection Period with no party to this CONTRACT having any further liability to any other except as to any liability surviving termination. If BUYER does not send notice of termination by the end of the Inspection Period, BUYER shall be deemed to have approved the Environmental Survey.**



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
OCT 08 2019

REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: September 19, 2019

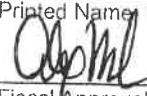
Total Amount: \$1,206,277.00

Project: Fire Station # 69 Site Selection

Parcels: 101

Charge to Account #1046-034-0806-6110

  
Controlling Agency Approval Signature 9/24/19  
Date  
Lashun Nalez Stodum

Printed Name  
  
Fiscal Approval Signature 9/24/19  
Date  
Alex Morales  
Printed Name

TYPE TRANSACTION (Check appropriate block{s})  
 Pre-Condemnation  Post-Condemnation

N/A District # 5

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

First American Title Insurance Company  
Purchase Price: \$1,200,000.00  
Closing Costs/Title Insurance: \$6,250.00  
Recording Fees: \$27.00  
  
Total \$1,206,277.00

DOCUMENTATION ATTACHED (Check appropriate block{s})

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

Payable to: First American Title Insurance Company (\$1,206,277.00)

\*\*\*\*\*  
SPECIAL NOTE: Payment of \$1,206,277.00 to be made by Wire Transfer Only  
\*\*\*\*\*

Recommended by Erica Guidroz 9-20-2019  
Erica Guidroz, Acquisition Agent Real Estate Management Div. Date

Payment Approved Russell Corriveau  
Russell Corriveau, Assistant Manager, Real Estate Management Div. Date

or  
Payment Approved Paul Sladek 9/23/19  
Paul Sladek, Manager, Real Estate Management Division Date

Certified Craig A. Stopyns  
Approved by BCC for Deputy Clerk to the Board OCT 08 2019  
Date

Examined/Approved Comptroller/Government Grants  
Check No. / Date

REMARKS: This parcel will close by Wire Transfer for the payment of \$1,206,277.00. Instructions will be sent once the closing date is determined. Please Contact the Agent, Erica Guidroz @ 836-7036 if there are any questions.

## **CERTIFICATION**

We, the undersigned, do hereby certify that we have personally inspected the property identified as:

4.57 Acres – Vacant Industrial Land  
3200 Progress Circle, Orlando  
Orange County, Florida

To the best of our knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

Our 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.

Our analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the regulating agencies governed under FIRREA, and the requirements of the

Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I, Clark A. Maxwell, MAI, have completed the continuing education program of the Appraisal Institute.

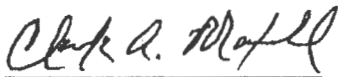
We have made a personal interior and exterior inspection of the property that is the subject of this report.

We have performed no services, as appraisers 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.

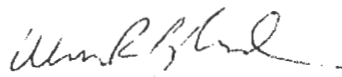
No one provided significant real property appraisal professional assistance to the persons signing this certification.

It is our opinion that the "as is" market value of the fee simple interest in the subject property, as of August 23, 2019, was:

**ONE MILLION DOLLARS  
(\$1,000,000)**



Clark A. Maxwell, MAI  
Cert Gen RZ920



William R. Bozenhard  
Trainee RI19173

Project: Fire Station #69 Site Selection  
 Parcel No.: 101  
 Name of Owner: Progress Drive, LLC  
 Page No.: 1

**SETTLEMENT ANALYSIS**

_____	Pre-Condemnation
X	Not Under Threat

**County's Appraised Value**

Land: 4.57 Acres	\$ 1,000,000
Improvements: N/A	\$ 0
Cost-to-Cure: N/A	\$ 0
Other Damages: N/A	<u>\$ 0</u>
<b>Total Appraisal Value</b>	<b><u>\$ 1,000,000</u></b>

**Owner's Requested Amount—Initial**

Owner's Counter Offer (Global):	\$ 1,200,000
<b>Total Owner's Requested Amount—Initial:</b>	<b><u>\$ 1,200,000</u></b>

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

Owner's Counter Offer (Global):	\$ 1,200,000
<b>Total Owner's Requested Amount—After Negotiations:</b>	<b><u>\$ 1,200,000</u></b>

<b>Recommended Settlement Amount</b>	<b><u>\$ 1,200,000</u></b>
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**EXPLANATION OF RECOMMENDED SETTLEMENT**

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

The property is a vacant land tract situated at the northwest corner of Research Parkway and Progress Drive, identified as Lot 2 of Block 2, Section 1 of the Central Florida Research Park (CFRP). The site contains 4.57± gross acres, 0.79 acres of which are wetlands. This data is from the Orange County Property Appraiser's website and indicates a net usable land area of 3.89± acres, subject to a final survey.

With two street frontages, the site is ideally situated to permit "drive-through" fire station operations, which is the OC Fire Rescue's preferred configuration. The property is also one of the only available

Project: Fire Station #69 Site Selection  
Parcel No.: 101  
Name of Owner: Progress Drive, LLC  
Page No.: 2

sites within the geographic area of this size that can accommodate a fire station without having excess land after construction of the proposed fire station.

Two appraisals were conducted on the property since the anticipated value exceeds \$500,000. The two appraisals were reviewed and one appraisal was recommended to represent the market value of the property being acquired due to its more in depth analysis. In this instance, Parcel 101's appraised value was \$1,000,000.

CFRP was established as a research and development park that supports research and development activities with the University of Central Florida, which abuts CFRP to the north. Land uses surrounding CFRP include office, retail, multifamily residential, single family residential and industrial uses. The area is 90-95 percent improved, with a relative scarcity of vacant land tracts remaining. Development immediately surrounding the proposed fire station site includes office or office/warehouse facilities.

The property had been offered for sale, with an asking price of \$1,200,000. During negotiations, the owner indicated he had just completed construction plans for a new building improvement to be constructed on the subject. Since the owner had just completed these plans, he said he would only sell the site if the transaction could be closed quickly. The sale price was not negotiable.

As previously discussed, the site is ideally situated for development with a fire station. Having two street frontages facilitates the "drive through" configuration typical of modern fire stations. The property has good roadway access to major developments throughout the area and is situated very near the "ideal" site location identified by the Fire Rescue Department, according to their computerized Geographic Perimeter Survey.

Because of the scarcity of similar sites, the property's unique physical characteristics and its geographic location, this acquisition will enable Orange County Fire Rescue to meet the County's need for Fire Station #69. I recommend and request approval of the \$1,200,000 to ensure the continuing public health and safety of Orange County residents and businesses.

Recommended by: Erica Guidroz Date: 9-20-19  
Erica Guidroz, Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Robert K Babcock Date: 9-20-19  
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Russell Corriveau, Assistant Manager, Real Estate Mgmt. Division

or  
Approved by: Paul Sladek Date: 9/20/19  
Paul Sladek, Manager, Real Estate Mgmt. Division