



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: October 6, 2023

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

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

FROM: David Sustachek, Senior Acquisition Agent *DS/MTC*
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 Ronald L. Stucki 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 \$12,535,751.50 and perform all actions necessary and incidental to closing.

PROJECT: Green PLACE Parcel 207
District 5

PURPOSE: To preserve Environmentally Sensitive Lands (ESL).

ITEMS: Contract for Purchase and Sale
(Parcel 207)
Cost: \$12,535,751.50
Size: 745.68 acres

Warranty Deed
(Instrument 207.1)

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

FUNDS: \$12,535,751.50 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

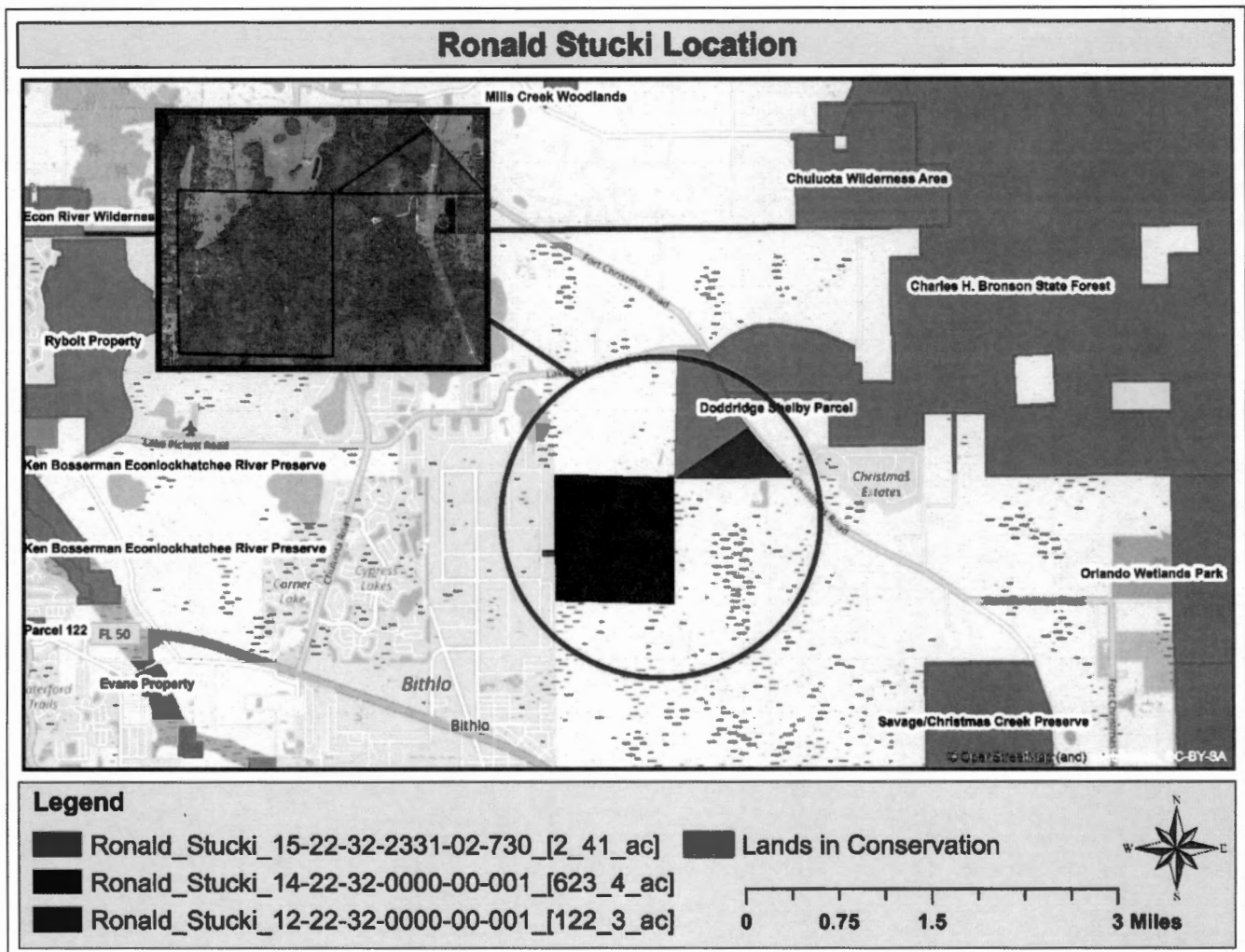
REMARKS: The property is made up of three parcels. Two parcels are east of 10th Street, west of Dill Road, and south of Lake Pickett Road in Orlando, with the third located at the address of 20980 Fort Christmas Road, Christmas, Florida 32709 just south of Lake Pickett Road. ("Property") (see map below – areas in blue, red, and green). The property contains 745.68 acres, in which 2.4 acres are zoned R-T-2, Mobile Home and Single-Family District, with a rural 1/1 future land use, 621 acres are zoned A-2 farmland rural district, with a rural future land use, and the balance of 122 acres, zoned A-R, Agricultural Residential District with a rural future land use. The parcels are in Zone "X" and "A" according to FEMA Flood Map 12095C0305F.

This action adds 745.68 acres of ESL to the Environmental Protection Division's Green PLACE Program. The Property meets the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 ESL Acquisition (see criteria below) and provides water resource protection, aquifer recharge, and floodplain storage; closes gaps between other publicly owned lands and enhances an existing wildlife corridor.

Closing is contingent upon completion and acceptance of due diligence of the Property to be undertaken by the County during the inspection period.

Seller to pay documentary stamp taxes and prorated taxes.

Administrative Regulation 11.07.01 Evaluation Criteria Summary													
REM Parcel #	PID #			Ecosystem Diversity	Rare Habitat	Current Regulations/Threat of Degrading Events	Presence/Likelihood of non-imperiled and imperiled species	Manageability	Water Resource Protection	Contiguity to other conservation Lands	Enhances Wildlife Corridor	Nature-Based Recreation	Ecotourism Opportunities
207A	15-22-32-2331-02-730			X	X		X	X	X	X	X		
207A	32-22-14-0000-00-001	X	X	X	X	X	X	X	X	X	X		
207B	32-22-12-0000-000-001	X	X	X	X	X	X	X	X	X	X		



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 24 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:

15-22-32-2331-02-730, 14-22-32-0000-00-001, and
12-22-32-0000-00-001

Instrument: 207AB.1

Project: Green PLACE (Parcel 207AB)

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by **Ronald L. Stucki**, a single person (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 does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and Grantor conveys title to the land subject to the matters enumerated in **EXHIBIT B** attached hereto ("Permitted Encumbrances"), and made a part hereof by this reference and taxes accruing subsequent to December 31, 2023.

Instrument: 207AB.1
Project: Green PLACE (Parcel 207AB)

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

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

WITNESS #1
Hayle M. Cook
Signature
Hayle M. Cook
Print Name

Mailing Address: 6152 HIGGINS AVE.

City: FORT MYERS State: FL.

Zip Code: 33905

Ronald L. Stucki
Signature
Ronald L. Stucki

Mailing Address: 11500 Bayshore Rd

City: North Fort Myers State: FL

Zip Code: 33917-4201

WITNESS #2
Michael Justice
Signature
Michael Justice
Print Name

Mailing Address: 802 Elliott Cir. NW

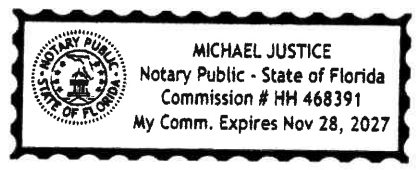
City: Pt. Charlotte State: FL

Zip Code: 33952

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23rd day of April 2024, by Ronald L. Stucki, The individual is personally known to me or has produced driver's license as identification.

(Notary Stamp)



Michael Justice
Notary Signature

Michael Justice
Print Notary Name

Notary Public of: Florida / Charlotte County

My Commission Expires: 11-28-2027

Instrument: 207AB.1
Project: Green PLACE (Parcel 207AB)

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1; Ft Christmas [Parcel ID: 12-22-32-0000-00-001]

A portion of Section 12, Township 22 South, Range 32 East, Orange County, Florida, lying west of County Road No. 420, also known as Fort Christmas Road and East of Dill Road, more particularly described as follows;

Commence at the Southeast corner of Section 12, Township 22 South, Range 32 East and run South 89 degrees 31 minutes 24 seconds West along the South line of the SE 1/4 of said Section 12 for a distance of 313.79 feet to a point of intersection with the West right of way line of County Road No. 420 also known as Fort Christmas Road, said being the Point of Beginning; thence continue South 89 degrees 31 minutes 24 seconds West along said South line of the SE 1/4 for a distance of 2336.82 feet to the South 1/4 corner of said Section 12; thence run South 89 degrees 43 minutes 11 seconds West along the South line of the SW 1/4 of Section said 12 for a distance of 2681.02 feet to a point on the East right of way line of Dill Road (a 66-foot wide right of way per Official Records Book 250, Pages 638 and 639); thence leaving said South line run North 01 degrees 44 minutes 44 seconds East along said East right of way line of Dill Road for a distance of 23.94 feet; thence leaving said East right of way line run North 54 degrees 28 minutes 20 seconds East for a distance of 3763.45 feet to a point on the West right of way line of County Road 420; thence run South 39 degrees 03 minutes 23 seconds East along the West right of way line of County Road 420 for a distance of 617.06 feet to a point of curvature of a curve concave Northeasterly having a radius of 5759.65 feet, a chord bearing and distance of South 41 degrees 01 minutes 23 seconds East 395.32 feet; thence run Southeasterly along the arc of said curve through a central angle of 03 degrees 56 minutes 00 seconds for an arc distance of 395.40 feet to a point of tangency; thence South 42 degrees 59 minutes 23 seconds East along said West right of way line for a distance of 1915.18 feet to the Point of Beginning.

Subject to; Official Records Book 3718, Pages 255 through 257, of the Public Records of Orange County, Florida.

Parcel 2; Dill Rd [Parcel 14-22-32-0000-00-001]

All of Section 14, Township 22 South, Range 32 East, Orange County, Florida, less the East 33 feet thereof for road right of way, as recorded in Official Records Book 250, Page 641, of the Public Records of Orange County, Florida.

Parcel 3; 10th St [Parcel 15-22-32-2331-02-730]

Lot 273, EAST ORLANDO ESTATES, SECTION B, according to the Plat thereof as recorded in Plat Book X, Page 122, of the Public Records of Orange County, Florida, being more particularly described as follows;

Commence at the Southeast corner of Section 15, Township 22 South, Range 32 East, thence run North 00 degrees 16 minutes 12 seconds West along the Southerly extension of the Eastern boundary of East Orlando Estates, Section B, according to the plat thereof as recorded in Plat Book X, Page 122, of the Public Records of Orange County, Florida and the East boundary of said plat for a distance of 1932.82 feet to the Southeast corner of Lot 273, of said plat and the Point of Beginning; thence run South 89 degrees 42 minutes 07 seconds West along the South line of said Lot 273, for a distance of 539.50 feet; thence North 00 degrees 17 minutes 41 seconds West along the West line of said Lot 273, for a distance of 195.00 feet; thence North 89 degrees 42 minutes 07 seconds East along the North line of said Lot 273, for a distance of 539.58 feet; thence run South 00 degrees 16 minutes 12 seconds East along said East boundary of said plat and of said Lot 273, for a distance of 195.00 feet to the aforementioned Point of Beginning to close.

Instrument: 207AB.1
Project: Green PLACE (Parcel 207AB)

EXHIBIT B
PERMITTED ENCUMBRANCES

Encumbrances as to Parcel 1; Ft Christmas [Parcel ID: 12-22-32-0000-00-001]

1. Right of Way recorded in Official Records Book 250, Page 639, of the Public Records of Orange County, Florida Parcel 1.

Encumbrances as to Parcel 2; Dill Rd [Parcel 14-22-32-0000-00-001]

1. Right of Way recorded in Official Records Book 250, Page 641, of the Public Records of Orange County, Florida Parcel 2.
2. Oil, gas and mineral reservations recorded in Official Records Book 2011, Pages 476, 477, 478, 479, 480, 481 and, 482, of the Public Records of Orange County, Florida.

Encumbrances as to Parcel 3; 10th St [Parcel 15-22-32-2331-02-730]

1. Covenants, conditions, restrictions, easements, and other matters as shown on the plat recorded in Plat Book X, Page 122, of the Public Records of Orange County, Florida Parcel 3.

Project: Green PLACE
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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 Ronald L. Stucki (“**Seller**”), and Orange County, a charter county and political subdivision of the State of Florida (“**Buyer**”).

RECITALS

- A. Seller owns the following real property in Orange County:
Property Appraiser’s Parcel Identification Numbers
15-22-32-2331-02-730, 14-22-32-0000-00-001, & 12-22-32-0000- 00-001

(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 Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00).

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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:	with a copy to:
Ronald L. Stucki Address: 11500 Bayshore Rd. North Fort Myers, Florida 33917-4201	
As to Purchaser:	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.

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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.

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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.

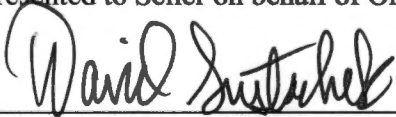
SELLER



Ronald L. Stucki

Date: 9-4-23

Presented to Seller on behalf of Orange County by:



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

Date: 9-11-2023

Project: Green PLACE
Parcel: 207AB



BUYER

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Jerry L. Demings
Jerry L. Demings
Orange County Mayor

Date: 24 October 2023

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

BY:

Phil Diamond
Deputy Clerk

DAVID ROONEY
Printed Name

Project: Green PLACE
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**EXHIBIT A
LEGAL DESCRIPTION**

Parcel ID# 15-22-32-2331-02-730, 14-22-32-0000-00-001, & 12-22-32-0000- 00-001

(207A)

All of Section 14, Township 22 South, Range 32 East, Orange County, Florida, less the East 33 feet thereof for road right of way. AND Lot 273, EAST ORLANDO ESTATES, SECTION B, according to the Plat thereof as recorded in Plat Book X, Page 122, of the Public Records of Orange County, Florida.

(207B)

That portion of Section 12, Township 22 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Commencing at the Southeast corner of said Section 12; thence run North 89 degrees 19 minutes 54 seconds West along the South line of said Section 12 for a distance of 313.79 feet to a point of intersection with the Westerly right of way line of State Road No. 420 said point being the Point of Beginning of the parcel hereinafter described; thence continue North 89 degrees 19 minutes 54 seconds West along the South line of said Section 12 for a distance of 5040.30 feet to the Southwest corner of said Section 12; thence run North 55 degrees 38 minutes 49 seconds East for a distance of 3804.11 feet to a point of intersection with the Westerly right of way line of State Road No. 420; thence run South 37 degrees 52

(Continued)

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minutes 54 seconds East along the Westerly right of way line for a distance of 601.22 feet to a point of curvature of a circular curve to the left; thence run Southeasterly along the arc of said circular curve to the left having for its elements a radius of 5759.65 feet through a central angle of 3 degrees 56 minutes 00 seconds for an arc distance of 395.40 feet to a point of tangency; thence run South 41 degrees 48 minutes 54 seconds East along the Westerly right of way line of State Road No. 420 for a distance of 1915.18 feet to the Point of Beginning,

SUBJECT TO:

A parcel of land 300.00 feet in width lying in Section 12, Township 22 South, Range 32 East, Orange County, Florida, described as follows:

Commencing at the Southeast corner of Section 12, having established grid coordinates of X = 479.770.20 and Y = 1,544,786.11 of Zone 3 of the State Coordinate System; thence South 89 degrees 31 minutes 16 seconds West along the South boundary of said Section 12, a distance of 1974.80 feet to the Point of Beginning; thence continue South 89 degrees 31 minutes 16 seconds West along said South boundary, 301.06 feet; thence North 04 degrees 19 minutes 44 seconds East, 2019.75 feet to a point of intersection with the South right of way of State Road No. 420 (60.00 foot wide right of way) as shown on Plans for Project No. 30A; thence South 39 degrees 05 minutes 17 seconds East along said South right of way line, 385.75 feet; thence Southerly, continuing along said South right of way line and along the arc of a tangent curve being concave to the Northeast having a radius of 5759.65 feet, a delta of 00 degrees 30 minutes 09 seconds, an arc distance of 50.51 feet; thence South 04 degrees 19 minutes 44 seconds West, 1677.78 feet to the Point of Beginning. Said lands lying in Orange County, Florida.

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**EXHIBIT B
FORM OF WARRANTY DEED**

Instrument:
Project: Green PLACE

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by <name>, hereinafter called the GRANTOR, 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 GRANTOR for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does 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 GRANTOR does hereby covenant with said GRANTEE that the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

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Instrument:
Project: Green PLACE

IN WITNESS WHEREOF, the said GRANTOR has 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)

FORM NOT FOR SIGNATURE

Notary Signature

Printed Notary Name

Notary Public in and for the
county and state aforesaid

My commission expires:

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

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EXHIBIT C DUE DILIGENCE CONTINGENCY

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

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

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

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

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

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

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

III. Seller will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for Seller, or furnished to

Project: Green PLACE
Parcel: 207AB

Seller, or its agents, or consultants, and Seller will make available to the Consultants any persons known to have knowledge of such matters. Orange County shall hold the Environmental Survey and any written materials furnished to it by Seller confidential except as required by law.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the Property which Orange County deems to require further evaluation, then, this Agreement is automatically extended an additional ninety (90) days for further testing. If the Environmental Survey or testing results are unacceptable to Orange County, then, this Agreement shall be terminated upon notice to Seller of such unacceptability with no party to this Agreement having any further liability to any other.

REQUEST FOR FUNDS / WIRE TRANSFER

Under BCC Approval

Under Ordinance Approval

Date: September 18, 2023

Total Amount: \$12,535,751.50

Project: Green PLACE

Parcels: 207

Charge to Account # 1023-068-4303-6110

Beth Jackson 9/18/2023
Controlling Agency Approval Signature Date

Beth Jackson
Printed Name:

Heather Coons 9/18/23
Fiscal Approval Signature Date

Heather Coons
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
- Donation

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

DOCUMENTATION ATTACHED (Check appropriate block{s})

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

\$12,535,751.50 (purchase price, title insurance & closing costs)

Attorney Fees/Expert Fees \$N/A

Total \$12,535,751.50

Payable to: Cobblestone Title Services, LLC \$12,535,751.50

SPECIAL NOTE: Payment of \$12,535,751.50 to be made by Wire Transfer Only

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

9-18-2023
Date

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

9/28/2023
Date

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

Date

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

OCT 24 2023
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

IMPORTANT: This parcel will close by Wire Transfer for the payment of \$12,535,751.50. 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
OCT 24 2023

Project: Green PLACE
Parcel No(s): 207
Name of Owner(s): Ronald L. Stucki
Page No.: 1

SETTLEMENT ANALYSIS

	Pre-Condemnation
<u>x</u>	Not Under Threat

County's Appraised Value

Parcel 207	
Land: 745.68 acres (offer based on near midpoint of two appraisals)	\$ 9,063,000.00
Improvements:	\$ 0.00
Cost-to-Cure:	\$ N/A
Other Damages:	\$ N/A
Total Appraisal Value	<u>\$ 9,063,000.00</u>

Owner's Requested Amount—Initial

Owner's Counteroffer:	\$ 13,100,000.00
Parcel Amount:	\$
Expert Fees:	\$ NA
Attorney Fees:	\$ N/A
Total Owner's Requested Amount—Initial:	<u>\$ 13,100,000.00</u>

Owner's Requested Amount—After Negotiations

County's Counteroffer: ***22.5% over highest appraised values	\$ 12,500,000.00
Parcel Amount:	\$12,500,000.00
Expert Fees:	\$ N/A
Attorney Fees:	\$ N/A
Total Owner's Requested Amount—After Negotiations:	<u>\$12,500,000.00</u>

Recommended Settlement Amount

\$12,500,000.00

Project: Green PLACE
Parcel No(s): 207
Name of Owner(s): Ronald L. Stucki
Page No.: 2

EXPLANATION OF RECOMMENDED SETTLEMENT

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

The subject property is a vacant 745.68 acres located south of Lake Pickett Road, east of 10th Street and west of Fort Christmas Road on the border of Orlando and Christmas. There are three parcels that are Agricultural Residential or Farmland Rural District with a Rural future land use. The parcels are in Zone "X" and "A" according to FEMA Flood Map 12095C0305F. Real Estate Management coordinated independent appraisals to establish a basis for purchase value and then reviewed the report with Beth Jackson from Environmental Protection. The value from the appraisals ranged between \$7,823,900 and \$10,212,200. Orange County made an initial offer of \$9,063,000. The seller counteroffered \$13,100,000 and after a couple more rounds of negotiation, agreed upon \$12,500,000. While it is above the Purchase Price Cap as it is approx. 22% above appraised value, EPD feels it is an important property as it contains rare habitat and is a priority piece for the Florida Wildlife Corridor. From a real estate perspective, the per acre price being paid falls very closely with the neighboring property Orange County Green PLACE purchased on April 28, 2023. The total parcel was 221.82 acres which we agreed upon \$3,630,000, which is \$16,364.62 per acre. After negotiations, the property owner then decided to retain 10 upland acres, which reduced the purchase price and acreage purchased. Given this, the 745.68 acres is being purchased for \$16,763.22 an acre. This also seemed to fit into the Review Appraiser's Statement adjusted value range when we adjusted each of the three parcels.

Recommended by:  Date: 9-18-2023
David Sustachek, Sr. Acquisition Agent, Real Estate Mgmt. Division

Recommended by:  Date: 9/18/23
Aida Ortiz, Program Manager, Real Estate Mgmt. Division

Approved by:  Date: 9/28/23
Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Division

CERTIFICATE OF VALUE

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

County: Orange
Managing District: Orange
Parcel No.: Stucki / 207A

- 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.
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 as of the 9th day of May, 2023, is: \$8,532,200

Market value should be allocated as follows:

Table with 2 columns: Description and Value. Rows include LAND (\$8,532,200), IMPROVEMENTS (\$0), NET DAMAGES &/OR COST TO CURE (\$0), and TOTAL (\$8,532,200). Also includes LAND AREA (2.41 Acres and 621.05 Acres) and PROPERTY TYPE (Agricultural / Rural Residential).

DATE May 24, 2023

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

ADDENDUM TO CERTIFICATE OF VALUE

Appraiser: Robert W. Simmons, Jr.
State-Certified General Real Estate Appraiser RZ1736 (Expiration 11/30/24)
Project: GreenPLACE
County: Orange
Managing District: Orange County
Parcels: 15-22-32-2331-02-730 (Tract 1) & 14-22-32-0000-00-001 (Tract 2)
Owner: Ronald L. Stucki

This is a Summary Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(A) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.

I have made an Extraordinary Assumption that the wetland acreage size calculated by Orange County records and GIS is accurate. I was not provided an environmental study. In the event a wetlands study is provided, I reserve the right to modify this appraisal report. The use of the extraordinary assumption may affect assignment results.

I certify that, to the best of my knowledge and belief the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that, through prior experience with similar type properties and appraisal problems, the appraisers have the competency and expertise to complete this assignment.

I certify that the use of this report is subject to the requirements of the State of Florida and Appraisal Institute relating to review by its duly authorized representative.

I have not used any hypothetical conditions for this appraisal report.

As of the date of this report, I, Robert W. Simmons, Jr. have completed the requirements of the continuing education program for Practicing Affiliates of the Appraisal Institute.

As of the date of this report, I, Robert W. Simmons, Jr. have completed the requirements of the continuing education program of the State of Florida for State Certified General Appraisers.

May 24, 2023

DATE



Robert W. Simmons, Jr.

State-Certified General Real Estate Appraiser RZ1736

CERTIFICATE OF VALUE

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

County: Orange
 Managing District: Orange
 Parcel No.: Stucki / 207B

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. (Describe fully the interest or bias on an addendum to this certificate.) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
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. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification. (The name of each individual providing significant assistance must be stated on an addendum to this certificate, together with a statement of whether such individual is a state registered, licensed or certified appraiser and, if so, his or her registration, license or certification number.)
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 services.
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 property appraised as of the 8th day of May, 2023, is: \$1,588,900

Market value should be allocated as follows:

LAND	\$ <u>1,588,900</u>	LAND AREA:	(Ac/SF) <u>122.22 Acres</u>
IMPROVEMENTS	\$ <u>0</u>	PROPERTY TYPE:	<u>Vacant Rural Residential/Agricultural</u>
NET DAMAGES &/OR COST TO CURE	\$ <u>0</u>		
TOTAL	\$ <u>1,588,900</u>		

May 10, 2023
 DATE

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

ADDENDUM TO CERTIFICATE OF VALUE

Appraiser: Robert W. Simmons, Jr.
State-Certified General Real Estate Appraiser RZ1736 (Expiration 11/30/24)
Project: GreenPLACE
County: Orange
Managing District: Orange County
Parcels: 12-22-32-0000-00-001
Owner: Ronald L. Stucki

This is a Summary Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(A) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.

I certify that, to the best of my knowledge and belief the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that, through prior experience with similar type properties and appraisal problems, the appraisers have the competency and expertise to complete this assignment.

I certify that the use of this report is subject to the requirements of the State of Florida and Appraisal Institute relating to review by its duly authorized representative.

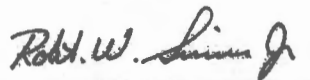
I have not used any hypothetical conditions or extraordinary assumptions for this appraisal report.

As of the date of this report, I, Robert W. Simmons, Jr. have completed the requirements of the continuing education program for Practicing Affiliates of the Appraisal Institute.

As of the date of this report, I, Robert W. Simmons, Jr. have completed the requirements of the continuing education program of the State of Florida for State Certified General Appraisers.

May 10, 2023

DATE



Robert W. Simmons, Jr.

State-Certified General Real Estate Appraiser RZ1736