



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** January 5, 2017

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager  
Real Estate Management Division

**FROM:** Roger A. Wright, Acquisition Agent  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7082

**ACTION REQUESTED:** APPROVAL OF PURCHASE PRICE ABOVE APPRAISED VALUE, CONTRACT FOR SALE AND PURCHASE AND WARRANTY DEED, APPROVAL AND EXECUTION OF HOLDOVER AGREEMENT BETWEEN JOSHUA JAMES MARKHAM, TAMARA MARKHAM AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** FEMA - National Flood Insurance Program – Repetitive Loss Properties (RLP)

District 4

**PURPOSE:** To provide relief of repetitive flooding issues.

**ITEMS:** Contract for Sale and Purchase (Parcel 105)

Warranty Deed (Instrument 105.1)

Cost: \$155,000

Size: 24,148 square feet

Holdover Agreement (Parcel 105)  
Revenue: None  
Term: 4 months from date of closing

**BUDGET:** Account No.: 1004-072-3087-6110

**FUNDS:** \$156,571.78 Payable to First American Title Company  
(purchase price and closing costs)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Public Works Department  
Risk Management Division

**REMARKS:** This is a FEMA funded project being coordinated by Stormwater Management. The Holdover Agreement will allow the Seller to remain in the house without paying any rent for up to four months from date of closing. This enables them to find a suitable place to move.

Grantor to pay documentary stamp tax and prorated taxes.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

# REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: December 13, 2016

Amount: \$156,571.78

Project: FEMA-National Flood Insurance Program  
Repetitive Loss Properties (RLP)

Parcel: 105

Charge to Account #: 1004-072-3087-6110

Approvals:

Controlling Agency Approval

Fiscal Approval

TYPE TRANSACTION (Check appropriate block{s})

Pre-Condemnation

Post-Condemnation

XX N/A

District # 4

Acquisition at Approved Appraisal  
Acquisition at Below Approved Appraisal  
XX Acquisition at Above Approved Appraisal  
Advance Payment Requested (recording fees)

Name:

First American Title Insurance Company

\$155,000.00 Purchase Price

\$ 1,571.78 Closing Costs

\$ 156,571.78 Total

DOCUMENTATION ATTACHED (Check appropriate block{s})

XX Contract/Agreement  
XX Copy of (Executed) Instrument(s)  
XX Certificate of Value  
XX Settlement Analysis

Payable to: First American Title Insurance Company, 2333 Lee Road, Suite 110, Winter Park, FL 32789

## WIRE TRANSFER INSTRUCTIONS ATTACHED

Recommended by Roger A. Wright  
Roger A. Wright, Acquisition Agent

December 13, 2016

Date

Payment Approved Ann Caswell  
Ann Caswell, Manager

1-6-17

Date

Under Ordinance  
Approved by Manager, Real Estate Management Division

Date

Certified Katie Smith  
Approved by BCC Deputy Clerk to the Board

JAN 24 2017

Date

Examined/Approved  
Comptroller/Government Grants

Check No. / Date

REMARKS:

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JAN 24 2017

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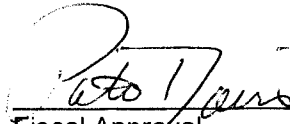
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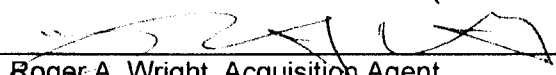
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Recommended by

  
Roger A. Wright, Acquisition Agent

December 13, 2016

Date

Payment Approved

Ann Caswell, Manager

Date

Under Ordinance

Approved by

Manager, Real Estate Management Division

Date

Certified

Approved by BCC

Deputy Clerk to the Board

Date

Examined/Approved

Comptroller/Government Grants

Check No. / Date

REMARKS:

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**JAN 24 2017**

## CONTRACT FOR SALE AND PURCHASE

**COUNTY OF ORANGE  
STATE OF FLORIDA**

THIS CONTRACT made by and between Joshua James Markham, joined by Tamara Markham, his wife hereinafter referred to as SELLER, and Orange County, a charter county and a political subdivision of the state of Florida, hereinafter referred to as BUYER.

### WITNESSETH:

WHEREAS, BUYER requires the following described land for the above referenced project and SELLERS agree to furnish said land for such purpose:

**The East 150 feet of Lot 3, Block B, ORLANDO IMPROVEMENT CO. NO. 1, according to the Plat thereof, as recorded in Plat Book S, Page 95, of the Public Records of Orange County, Florida**

**Property Appraiser's Parcel Identification Number:**

**20-22-31-6348-02-032**

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

1. SELLER agrees to sell and convey said land unto BUYER by Warranty Deed, free and clear of all liens and encumbrances, for the total sum of One Hundred Fifty Five Thousand Dollars (\$155,000.00), subject to an appraisal report obtained and approved by BUYER that supports the purchase price herein.
2. This transaction shall be closed and the deed and other closing papers delivered on or before Ninety (90) days from the effective date of this CONTRACT. 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.
3. SELLER agrees that 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. 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.

4. Expenses:
  - A. All taxes to the date of closing shall be paid by SELLER at closing.
  - B. SELLER shall pay documentary stamp tax.
  - C. BUYER shall pay for recording the warranty deed.
  - D. BUYER shall pay for title insurance.
  - E. BUYER shall pay for survey.
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, 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 shall be allowed continued occupancy of the subject property for a period not to exceed four (4) months from the date of closing, subject to the terms and conditions of the HOLDOVER AGREEMENT.
  - D. The Due Diligence Contingency, attached hereto as Exhibit "A", is a material condition of this CONTRACT and incorporated herein by this reference.
  - F. 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.
  - G. BUYER shall have ninety (90) 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 twenty (20) days following the Effective Date of this CONTRACT, BUYER shall, at its sole cost and expense, obtain a current

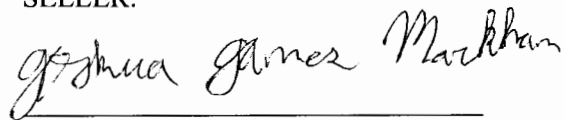
commitment for the title insurance (ALTA) form B, June 17, 2006) committing to insure BUYER as purchaser of the property in the amount of the purchase price (hereinafter referred to as the “Commitment”), evidencing that marketable fee simple title to the property is currently vested in SELLER free and clear of all liens, encumbrances or other matters of record whatsoever. 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 twenty (20) 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 (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 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 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) extend the time period of SELLER to cure or eliminate the Title Defects, (b) elect to terminate this CONTRACT on account thereof, (c) 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, or (d) proceed on its own to cure or eliminate the Title Defects at anytime prior to the Closing 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 written notice of that fact to SELLER on or before the expiration of the Inspection Period described herein, this CONTRACT 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.

- H. Survey. Within sixty (60) 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 promulgated by the Florida Board of Professional Land Surveyors, Chapter 61G17-6, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/ACSM Land Title Survey Standards. Upon BUYER’s and SELLER’s approval of the Survey, the same shall be and constitute the “Survey” for purposes of the CONTRACT and legal description of the property set forth on the Survey shall 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.

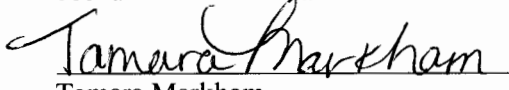
Parcel: FEMA - National Flood Insurance Program – Repetitive Loss Properties (RLP)  
Parcel: 105

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

SELLER:



Joshua James Markham



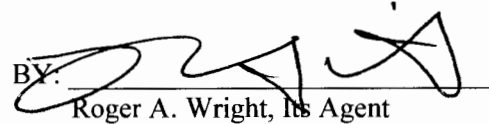
Tamara Markham

1802 Murdock Blvd

Orlando, Florida 32825

DATE: 11/10/2016

Orange County Florida, BUYER:

BY:   
Roger A. Wright, Its Agent

DATE: 11/10/16

**This instrument prepared by:**

Roger Wright, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida.



## **EXHIBIT "A"**

### **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 ninety (90) days from contract effective date. 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, 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 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 purchase 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 purchase agreement shall be terminated upon notice to SELLER of such unacceptability with no party to this purchase agreement having any further liability to any other.**

ORANGE COUNTY REAL ESTATE MANAGEMENT DIVISION  
**ADMINISTRATIVE REVIEW ADDENDUM**

PARCEL	PROJECT	LIMITS	PROPERTY OWNER	CIP
105	FEMA Repetitive Loss Properties	1802 Murdock Blvd.	Joshua J. Markham	17231

**Administrative Review:** Administrative Review is work performed by clients and users of appraisal services as a due diligence function. It is typically nonconcurrent with the technical review. The intent of this function is to assist in making business decisions, evaluating appraisal reports for litigation purposes, procedural compliance monitoring, quality control, quality assurance, and assessment of training needs. A *Certificate of Value* is not required. Administrative reviews are performed by Orange County staff Review Appraisers and Supervisors.

**Scope of Work:** The Administrative Review function is an internal due diligence staff exercise intended to comply with the *Florida Department of Transportation Supplemental Standards of Appraisal*, Section 6.1.25 and 6.1.27. The performance of an administrative review does not require compliance with Standard 3 of the USPAP for the County's intended use.

**Purpose:** The sole intent of the administrative review function is to assist Orange County Government in making a business decision regarding recommended compensation, support internal procedural compliance monitoring programs and support internal quality control purposes. The administrative review function is not intended to comply with the Appraisal Review functions of Standard 3 of the Uniform Standards of Professional Practice (USPAP) and should not be construed in any way as representing an Appraisal Review Report.

For purposes of establishing recommended compensation as an Orange County staff employee, I certify that: 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; my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report; I have made a personal inspection of the property that is the subject of this report; no one, other than the appraiser of record and review appraiser, provided significant professional assistance to the County employee signing this certification; I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

Recommended Compensation is based upon an appraisal report prepared by: Kristin L. Soltys, State-Certified General Real Estate Appraiser RZ3227 and C. Lee Lobban, MAI, State-Certified General Real Estate Appraiser RZ1844 as employees of Diversified Property Specialists, Inc. This review is also based upon a USPAP Standard 3 compliant appraisal review of the Lobban appraisal report prepared by Heather L. Haas, State-Certified General Real Estate Appraiser RZ3203.

Based upon the suggested compensation of items compensable under State law included in the attached appraisal and appraisal review statement, total recommended compensation is as allocated below:

Land	\$35,000
Improvements	\$114,000
Cost to Cure &/or Damages	\$0
Recommended Compensation	\$149,000



Robert K. Babcock, MAI  
State-Certified General  
Real Estate Appraiser RZ990  
Supervisor of Acquisition and Appraisal

6/6/2016  
Date

# REVIEW APPRAISER'S STATEMENT

PARCEL	PROJECT	LIMITS	PROPERTY OWNER	CIP
105 1802 Murdock Blvd.	FEMA Repetitive Loss Program	NA	Joshua J. Markham	N/A

A. I certify that, to the best of my 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.
- I have no present or prospective interest in the property that is the subject of the work under review and no (or the specified) personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the subject of the work under review.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.

	1	2	3	4
APPRAISER	Kristin L. Soltys & C. Lee Lobban			
DATE OF REPORT	5/17/2016			
PURPOSE	A			
PROPERTY TYPE	Single-Family Residence			
ACQUISITION SIZE	24,315 SF			
APPRAISAL DOV	4/29/2016			
APPRAISAL TOTAL	\$149,000			
LAND	\$35,000			
IMPROVEMENTS	\$114,000			
COST TO CURE	\$0			
DAMAGES	\$0			
REVIEWER	H. Haas			

\*Purpose: A=Neg., B=Rev. Neg., C=2nd Rev. Neg., D=OT, E=Rev. OT, F=DOD, G=Rev. DOD, H=2nd Rev/DOD, O=Owner Report, R=Rev. Owner Report, X=Other.

CONCLUSION OF VALUE: \$ 149,000

## ALLOCATION:

LAND \$ 35,000

IMPROVEMENTS \$ 114,000

DAMAGES &/or COST TO CURE \$ 0

UNECONOMIC REMNANT (UNECO): N/A

Value to Acquisition Including Uneconomic Remainder	
Land Area:	Partial/Whole (P/W):
Land:	
Improvements	
Damages and/or Cost to Cure	
Total:	

Reviewer: Heather Lynn Haas
State-Certified General Real Estate Appraiser RZ3203
Review Report Date: 5/18/2016
Ann Caswell, Manager

## **REVIEW APPRAISER'S STATEMENT**

Parcel No.: 1802 Murdock Blvd.

Page No.: 2

**B. Reviewer's Statement of reasoning in conformance with the current Procedures.**

### **ASSIGNMENT PARAMETERS**

This review was conducted by Heather Lynn Haas, State-Certified General Real Estate Appraiser RZ3203. The client and the intended user of this review is Orange County. The purpose is to determine whether the analyses, opinions, and conclusions in the appraisal report under review are appropriate and reasonable. The intended use of the appraisal review is to assist in internal decision making relating to a purchase of the subject relating to repetitive flooding/ponding issues affecting the property.

The appraisal was prepared by Kristin Soltys, State-Certified General Appraiser RZ3227 and C. Lee Lobban, MAI, State-Certified General Appraiser RZ1844, employees of Diversified Property Specialists, Inc. According to the appraisal report, appraisal assistance was provided by Katherine Welch, State-Registered Trainee Appraiser RI24061, also of Diversified Property Specialists, Inc.

The report under review is an appraisal to estimate the market value for the subject. The real property interest appraised is the fee simple interest. The report type reviewed is an Appraisal Report, as defined by USPAP 2-2(a). The format is appropriate for the analysis and scope of work. The effective date of the opinion in the report being reviewed is April 29, 2016. The appraisal report was subject to a hypothetical condition. The hypothetical condition stated that "the subject property is not subject to ponding or flooding and does not suffer from adverse marketability from flood related issues affecting the property." The use of this hypothetical condition has an effect on the value conclusion, but is reasonable for the purpose of the appraisal.

The scope of work for this review included performing a preliminary investigation into the factual data relating to the subject; reading the appraisal and other supporting data; discussing questions or concerns with the appraiser, and; a desk and field review of the subject and comparable sales. The scope of this review assignment does not include the development of an independent opinion of value by the reviewer. However, it does necessitate the reviewer to determine whether the appraisal report under review is both reasonable and supportable. In addition, the scope entails a determination as to the appraisal report's compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Orange County procedures.

### **SUBJECT DESCRIPTION**

The appraised property is located along the west side of Murdock Boulevard, south of Colonial Drive (SR 50) in unincorporated Orange County, Florida. The subject is addressed as 1802 Murdock Boulevard, Orlando, FL 32825. The Orange County Parcel ID is 20-22-31-6348-02-032. The property is made up of a 24,315 square foot rectangular site improved with a 1,400 square foot single-family home. The 62 year old residence contains 3 bedrooms and 2 bathrooms and is of concrete block construction with vinyl siding. The effective age of the structure was estimated at 25 years. The improvements are serviced by private septic and well systems. Access to the property is via a single driveway from Murdock Boulevard. The property is zoned R-1, Single-Family Dwelling District, with a future land use designation of Low Density Residential as part of the Comprehensive Plan. The improvements are generally consistent

## **REVIEW APPRAISER'S STATEMENT**

**Parcel No.: 1802 Murdock Blvd.**

**Page No.: 3**

with the zoning and land use designations. The property is situated within Flood Zone X within FEMA Map #12095C0280F. No adverse easements were noted as affecting the site.

The highest and best use analysis considers the four components thereof. The appraisal report concludes to a highest and best use, "as if vacant", for development with a single-family residence. The highest and best use, "as improved", is continued use of the existing single-family improvements. The appraisal analysis and development of the highest and best use are appropriate and reasonable. The methodology is consistent with and in conformance with standard appraisal practice. An analysis was completed to determine the potential to split the lot into two or more parcels; however, it was determined that a lot split was not feasible due to the site's reliance on septic and well, and the current minimum lot size regulations for such conditions. The report employs the Sales Comparison Approach to value the subject. An Income Approach was not completed as most homes in the neighborhood do not trade based on income. Given the age of the improvements, the Cost Approach was excluded.

### **VALUATION**

The appraisal report included five comparable sales to value the property and has correlated to a value conclusion within the range indicated by the sales. The sales accorded most weight indicated an adjusted range of \$147,195 to \$150,398. The reported value conclusion for the property was \$149,000.

### **CONCLUSIONS**

The data, appraisal methods and techniques, analyses, opinions, conclusions and adjustments within the Diversified Property Specialists, Inc. report are appropriate and reasonable. The report is complete and adequately supported within the scope of an Appraisal Report and in the context of market conditions as of the effective date of valuation. The value conclusions estimated in the appraisal are reasonable and supported by the analyses. This report is approved as meeting the current Uniform Standards of Professional Appraisal Practice and Orange County procedures.

HLH

Project: FEMA - National Flood Insurance Program – Repetitive Loss Properties (RLP)

Parcel: #105

N/A Pre-Condernnation  
N/A Post-Condernnation

### **SETTLEMENT ANALYSIS**

#### **County's Appraised Value**

Land: \$ 100,000  
Parcel #105 – 24,315 Sq. Ft.

Improvements: \$ 49,000  
Parcel #105 – 1400 Sq. Ft. Single Family Residence

Cost-to-Cure: \$-0-

Severance Damages: \$-0-

**Total Appraisal Value** **\$ 149,000**

#### **Owner's Offer**

Parcel \$157,000  
Appraiser's Fees \$ -0-  
Attorney's Fees \$ -0-

**Total: Owner's Offer** **\$ 157,000**

**Recommended Settlement Amount** **\$ 155,000**

**EXPLANATION OF RECOMMENDED SETTLEMENT**

The appraised property is located along the west side of Murdock Boulevard, south of Colonial Drive (S.R. 50) in unincorporated Orange County.


Property owner provided his own comparable of a residence that was recently sold in his neighborhood for \$157,000.

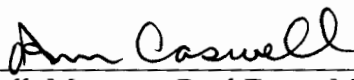
The owner's home and the comparable supplied by the owner would be considered to have similar conditions and effective ages. The two properties have similarly sized lots, with the comparable home having 5,481 SF more land area than the owner's home. The comparable home is inferior with respect to bathroom counts. The owner's home has two full bathrooms compared to 1.5 bathrooms for the comparable home. The comparable home has a larger finished living area (1,564 SF vs. 1,352 SF for the owner's home.

The appraised value of \$149,000 was presented to the owner, but overall, the comparable provided by the owner is a reasonably good comparable to the owner's property and would tend to support the owner's counteroffer of \$157,000.

It was also noted in the appraisal that the comparable residential properties provided within the appraisal report had unit sale prices, before adjustments, of \$137,240 to \$214,750. After adjustments as recited in the approved appraisal I recommend a settlement of \$155,000.

Recommended by  Date 12/13/16  
Roger A. Wright, Acquisition Agent

Approved by  Date 12-16-16  
Mary Keller, Assistant Manager, Real Estate Management Division

Approved by  Date 1-5-17  
Ann Caswell, Manager, Real Estate Management Division



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JAN 24 2017

## HOLDOVER AGREEMENT

This Holdover Agreement ("Agreement"), entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter "County"), and **Joshua James Markham**, joined by **Tamara Markham**, his wife (hereinafter "Sellers").

**WHEREAS**, the parties have entered into a Contract for Sale and Purchase of the property legally described as The East 150 feet of Lot 3, Block B, ORLANDO IMPROVEMENT CO. NO. 1, according to the Plat thereof, as recorded in Plat Book S, Page 95, of the Public Records of Orange County, Florida (hereinafter "Premises"), which is improved with a single-family residential home. The property, the home, and any related improvements thereon including, without limitation, fixtures and appliances, shall be collectively referred to hereinafter as the "Premises"; and

**WHEREAS**, the Premises are presently occupied by Sellers (hereinafter "Occupants") as a primary residence; and

**WHEREAS**, County intends to voluntarily acquire the Premises for the above referenced project; and

**WHEREAS**, contingent upon the closing of the above-referenced Contract for Sale and Purchase, County and Occupants hereby agree that, subject to the terms and conditions of this Agreement, Occupants shall have the right to continue to reside on the Premises for a period not to exceed four (4) months from the Effective Date.

**NOW, THEREFORE**, in consideration of the sum of one dollar each to the other paid, and other good and valuable consideration contained herein, the sufficiency of which is acknowledged by both parties hereto, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Term.** The term of this Agreement shall commence on the Effective Date, as defined herein, and shall continue for a maximum term of four (4) months (the "Term"), unless earlier terminated in accordance with the terms and conditions of this Agreement. Provided however, Occupants may terminate this Agreement at any time by providing County with ten (10) days' advance written notice.

3. **Rent.** Occupants shall have no obligation to pay rent to County during the Term, provided that they fully comply with all terms and obligations herein. Occupants shall be solely responsible for the payment of any charges or expenses that may arise or be imposed due to the occupancy of the Premises, it being the intent of this Agreement that County incur no expenses whatsoever due to or arising from Occupants' holdover occupancy of the Premises. Any sums of money that may become due from Occupants to County during the Term shall be payable immediately upon written demand from County. If payment of any monetary obligation is not



made within ten (10) days after demand by County, then such payment shall be subject to a late charge of eighteen percent (18%) per annum until received in full.

4. **Expenses.** Occupants shall be responsible for all upkeep, maintenance, repair, utilities, personal property taxes, if any, and any and all other costs or expenses related to their occupancy of the Premises. Occupants covenant and agree that they are responsible for the repair and/or reimbursement to County for any costs incurred by County for the repair of any damage done to the Premises or any portion of the Premises.

5. **No Waste.** Occupants shall not do or commit anything to be done in or about the Premises which will in any way diminish the value of the property or interfere with the right or use of the County, nor shall Sellers or Occupants allow the Premises to be used for any unlawful or objectionable purposes. Occupants shall not commit or allow to be committed any waste upon the Premises or any nuisance, public or private, or any other act of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance on the Premises. Occupants shall keep the Premises in good condition and repair, and shall ensure that all fixtures on the Premises remain on the Premises and are turned over to County at the end of the Term unless otherwise agreed to herein. Occupants shall be responsible for reimbursing County for the value of any fixtures that are not on the Premises at the end of the Term.

6. **Insurance, Indemnification and Safety.** Occupants have sole responsibility for insuring their personal property and assets and agree to waive any and all claims against County for damages or destruction of their personal property and assets, howsoever caused, during the term of this Agreement.

Occupants shall procure and maintain for the duration of this Agreement, liability insurance without deductibles with limits no less than \$500,000.00 per occurrence, naming Orange County as an additional insured. Prior to closing, Occupants shall provide the County with a current certificate of insurance with a thirty (30) day prior written notice of cancellation or reduction in coverage.

In consideration of this Agreement, Occupants shall, and do hereby agree, to waive any and all claims including but not limited to bodily injury and property damage against the County, and to defend, indemnify, save and hold harmless the County from and against any and all claims, suits, actions, damages, judgments, liabilities and expenses in connection with bodily or personal injury or property damage occurring on or arising from or out of Occupant's use or holdover occupancy of the Premises.

The Occupants shall take all reasonable precautions for the safety of, and will provide all reasonable protection to prevent damage, injury or loss to:

1. All guests, invitees and other occupants on the premises and all other persons who may be affected thereby;
2. All property, materials and equipment, under the care, custody or control of the Occupants; and

3. Other property at or surrounding the Premises, including trees, shrubs, lawns, walks, pavements and roadways.

In an emergency affecting the safety of persons or property, the Occupants will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

7. **Effective Date.** This Agreement will become effective upon the closing of the conveyance of the Premises described herein to Orange County free and clear of all liens and encumbrances (“Effective Date”).

This Agreement is subject to approval by the Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division, as may be appropriate.

8. **Termination.** Unless terminated earlier in accordance with the provisions herein, this Agreement shall automatically terminate four (4) months from the Effective Date. In the event Occupants vacate the Premises prior to the expiration of the Term, this Agreement shall automatically terminate. Occupants shall notify County in writing ten (10) days in advance of vacating the Premises. Upon receipt of written notification, County personnel will contact Occupants to schedule an interior/exterior inspection of the Premises to determine its condition and to assure that all permanent fixtures are in place. On the day of vacation of the Premises, Occupants shall notify the County and make arrangements to provide the County with all keys to the Premises.

In the event the Occupants are in breach of any covenant of this Agreement, then County, in addition to all other remedies available, may terminate this Agreement and initiate eviction proceedings.

In the event Occupants remain in possession after the Term, County shall commence eviction proceedings and Occupants shall be responsible for all costs and expenses incurred by County in pursuing said proceedings.

9. **Assignment.** This Agreement is personal to the parties hereto and confers no property rights to Occupants. Occupants shall not assign this Agreement or any interest therein, nor otherwise in any manner convey, or attempt to convey, transfer or encumber this Agreement. Occupants shall not permit the Premises to be occupied for a period longer than a temporary visit by anyone except the individual(s) with whom this Agreement is made, their spouses and their children.

10. **Maintenance of Premises.** County makes no representations or warranties whatsoever as to the condition of any improvements upon the Premises and accepts no responsibility whatsoever therefore. Occupants shall maintain the Premises in good and safe condition and shall be responsible to County for any damage to the interior or exterior of the Premises, except that which is due to normal wear and tear.

Project: FEMA - National Flood Insurance Program – Repetitive Loss Properties (RLP)  
Parcel: 105

11. **Notices.** All written notices shall be sent as follows:

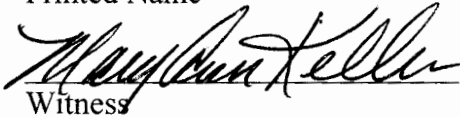
to Seller            Mr. and Mrs. Joshua James Markham  
                         1802 Murdock Blvd.  
                         Orlando, FL 32825

to County           Real Estate Management Division  
                         400 East South Street, 5th Floor,  
                         Orlando, Florida 32801  
                         Attention: Manager

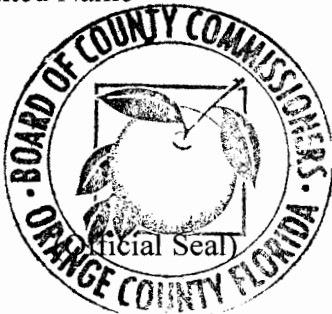
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date last written below.

  
Witness

Roger A. Wright  
Printed Name

  
Witness

MARY ANN KELLER  
Printed Name



ATTEST:    Martha O. Haynie,  
                 County Comptroller  
                 As Clerk to the Board

BY: Katie Smith  
Deputy Clerk

**Katie Smith**

Printed Name

**Sellers/Occupants:**

Joshua James Markham  
Joshua James Markham

Tamara Markham  
Tamara Markham

1802 Murdock Blvd  
Post Office Address

Orlando, FL 32825

Date: 11/10/2016

**County**

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: Teresa Jacobs  
Teresa Jacobs  
Orange County Mayor

DATE: 1.24.17

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JAN 24 2017

Prepared by:

Jennifer Nendza an employee of  
First American Title Insurance Company  
2233 Lee Road, Suite 110, Winter Park, Florida 32789

Return to: Grantee

File No.: 2021-3702032

Project: FEMA National Flood Insurance Program – Repetitive Loss Properties (RPL)  
Parcel 105

WARRANTY DEED

This indenture made on 5/30/17 A.D., by

**Joshua James Markham and Tamara Markham, husband and wife**

whose address is: **1802 Murdock Blvd, Orlando, FL 32825**

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, FL 32802**

hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Orange County, Florida**, to-wit:

The East 150 feet of Lot 3, Block B of ORLANDO IMPROVEMENT CO. NO. 1, according to the Plat thereof as recorded in Plat Book S, Page 95, of the Public Records of Orange County, Florida.

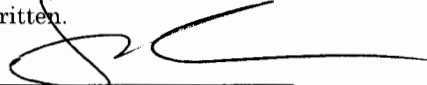
Parcel Identification Number: 20-22-31-6348-02032


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

**To Have and to Hold**, the same in fee simple forever.

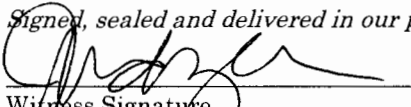
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2017.

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

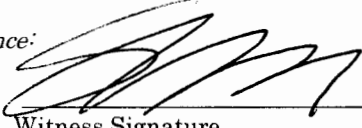
  
Joshua James Markham

  
Tamara Markham

Signed, sealed and delivered in our presence:

  
Witness Signature

Print Name: JENNIFER NENDZA

  
Witness Signature

Print Name: Stefanie

State of Florida

County of Orange

The Foregoing Instrument Was Acknowledged before me on 5/30/17, by Joshua James Markham and Tamara Markham who is/are personally known to me or who has/have produced a valid driver's license as identification.

  
Notary Public

JENNIFER NENDZA

(Printed Name)

My Commission expires: \_\_\_\_\_



{Notarial Seal}