



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: March 31, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

cc for MH

FROM: Monica L. Hand, Senior Title Examiner
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL OF CONTRACT FOR SALE AND PURCHASE AND WARRANTY DEED FROM JERI SPRIGGS, INC. TO ORANGE COUNTY, AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: White Road Parcel (Near Porter Transfer Station)

District 2

PURPOSE: To provide additional lands adjacent to County's Porter Transfer Station.

ITEMS: Contract for Sale and Purchase

Warranty Deed
Cost: \$164,000
Size: 5.54 acres

BUDGET: Account No.: 4410-038-1061-03-6110

FUNDS: \$165,597.00 Payable to First American Title Insurance Company
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: 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.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 11 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.: 2021-3751911

Project: White Road Parcel (Near Porter Transfer Station)
Parcel 101

WARRANTY DEED

This indenture made on JUNE 23, 2017 A.D., by

Jeri Spriggs, Inc., a Florida corporation,

whose address is: 2826 Cedar Grove Loop, The Villages, Florida 32163

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:

See attached Exhibit "A"

Parcel Identification Number: 21-22-28-7668-00-180

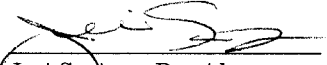
Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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

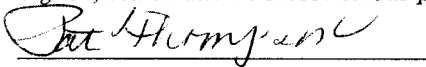
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2016.

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

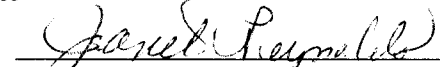
Jeri Spriggs, Inc., a Florida corporation


Jeri Spriggs, President

Signed, sealed and delivered in our presence:


Witness Signature

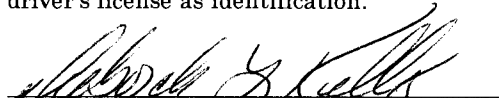
Print Name: PAT THOMPSON


Witness Signature

Print Name: Janet Reynolds

State of FLORIDA
County of SIMLAR

The Foregoing Instrument Was Acknowledged before me on JUNE 23, 2017 by Jeri Spriggs, the President of Jeri Spriggs, Inc., a Florida coporation who is/are personally known to me or who has/have produced a valid driver's license as identification.


Notary Public

DEBORAH L KELLEY
(Printed Name)

My Commission expires: 6-1-2018

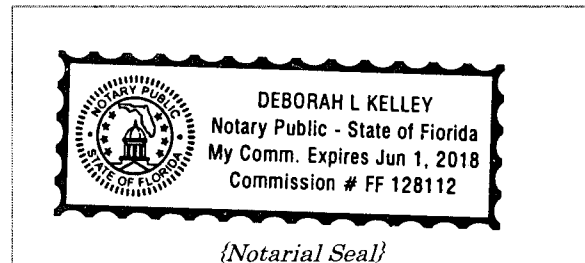


Exhibit "A"

LOT 18, ROSE HILL GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "H", PAGE 146, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; LESS THE SOUTH 150.00 FEET THEREOF, AND LESS THE NORTH 5.00 FEET THEREOF FOR ROAD RIGHT-OF-WAY AS RECORDED IN DEED BOOK 402, PAGE 187, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND ALSO LESS THOSE LANDS ON THE EAST AS DESCRIBED IN OFFICIAL RECORDS BOOK 2529, PAGE 1188; OFFICIAL RECORDS BOOK 2264, PAGE 668; AND OFFICIAL RECORDS BOOK 2264, PAGE 672, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: March 13, 2017

Amount: \$165,597.00

Project: White Road Parcel (Near Porter Transfer Station)

Charge to Account # 4410-038-1061-03-6110

Controlling Agency Approval

Date

Fiscal Approval

Date

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

District #2

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

\$164,000.00	Purchase Price
\$1,597.00	Closing Costs
\$165,597.00	Total

DOCUMENTATION ATTACHED (Check appropriate block{s})

X Contract
Copy of Executed Instruments
Certificate of Value
X Settlement Analysis

Payable to: First American Title Insurance Company, 2233 Lee Road, Suite 101, Winter Park, FL 32789

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by

Monica Hand
Monica Hand, Sr. Title Examiner

3-13-17

Date

Payment Approved

Ann Caswell
Ann Caswell, Manager, Real Estate Management Division

3-22-17

Date

Under Ordinance

Approved by Assistant Manager, Real Estate Management Division

Date

Certified

Jennifer Jan-Klimetz

APR 11 2017

Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved

Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as possible after BCC approval.

Please contact Sr. Title Examiner @ x6-7073 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 11 2017

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: March 13, 2017

Amount: \$165,597.00

Project: White Road Parcel (Near Porter Transfer Station)

Charge to Account # 4410-038-1061-03-6110

James V. Becker 3/14/17
Controlling Agency Approval Date
L. Kramer 3/13/17
Fiscal Approval Date

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

District #2

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

\$164,000.00	Purchase Price
\$1,597.00	Closing Costs
\$165,597.00	Total

DOCUMENTATION ATTACHED (Check appropriate block(s))

X Contract
Copy of Executed Instruments
Certificate of Value
X Settlement Analysis

Payable to: First American Title Insurance Company, 2233 Lee Road, Suite 101, Winter Park, FL 32789

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by Monica Hand
Monica Hand, Sr. Title Examiner

3-13-17
Date

Payment Approved Ann Caswell, Manager, Real Estate Management Division

Date

Under Ordinance Approved by Assistant Manager, Real Estate Management Division

Date

Certified Deputy Clerk to the Board
Approved by BCC

Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as possible after BCC approval.

Please contact Sr. Title Examiner @ x6-7073 if there are any questions.

APR 11 2017

Project: White Road Parcel (Near Porter Transfer Station)

CONTRACT FOR SALE AND PURCHASE

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS CONTRACT, made between Jeri Spriggs, Inc., a Florida corporation, hereinafter referred to as SELLER, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as BUYER.

WITNESSETH:

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

Property Appraiser's Parcel Identification Number:

21-22-28-7668-00-180

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 Sixty Four Thousand Dollars (\$164,000.00).
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, 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.

Project: White Road Parcel (Near Porter Transfer Station)

4. **Expenses:**
 - A. All taxes to the date of closing shall be paid by SELLER at closing.
 - B. Documentary stamp tax shall be paid by SELLER. BUYER shall pay for recording the deed.
 - C. Title insurance shall be paid by BUYER.
 - D. Survey shall be paid by BUYER.
5. This CONTRACT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between SELLER and BUYER, made with respect to the matters herein contained, and when duly executed constitute the CONTRACT between SELLER and BUYER. No additions, alterations, or variations to the terms of this CONTRACT shall be valid, nor can provisions of this CONTRACT be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.
6. **Special clauses:**
 - A. This CONTRACT is contingent upon delivery by SELLER to BUYER in recordable form 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.
 - C. SELLER will surrender possession of the property at time of closing.
 - D. 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 and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division, as may be appropriate.
 - E. 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 (the date the CONTRACT is approved by the Board of County Commissioners and/or the Manager/Assistant Manager of Orange County Real Estate Management Division), BUYER may, at its sole cost and expense, obtain a current commitment for 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 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 (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 for SELLER to cure or eliminate the title defects, (b) elect to terminate this AGREEMENT on account thereof, (c) elect to close its purchase of the property and accept a conveyance of OWNER'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 any time 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.

- G. Survey: Within sixty (60) 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 First American Title Insurance Company and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon BUYER and 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 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. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

Project: White Road Parcel (Near Porter Transfer Station)

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

SELLER

Jeri Spriggs, Inc., a Florida corporation

P.O. Box 411
Post Office Address

Winter Park, FL 32790

BY: 

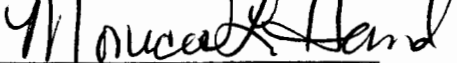
Jeri Spriggs
Printed Name

DATE: 2/22/17

AND

BUYER

Orange County, Florida

BY: 

Monica L. Hand, Sr. Title Examiner,
It's Agent

DATE: 3/27/17

This instrument prepared by:
Monica L. Hand, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Project: White Road Parcel (Near Porter Transfer Station)

Exhibit "A"

Legal Description

Lot 18, ROSE HILL GROVES, as recorded in Plat Book H, page 146, Public Records of Orange County, Florida; Less and except the South 150.00 feet thereof, and less and except the North 5.0 feet thereof for road right of way as recorded in Deed Book 402, page 187, Public Records of Orange County, Florida; Also less and except those lands on the East as described in Official Records Book 2529, page 1188, and in Official Records Book 2264, page 668, and in Official Records Book 2264, page 672, all being in the Public Records of Orange County, Florida.

Parcel Number: 21-22-28-7668-00-180

____ Pre-Condemnation
____ Post-Condemnation

SETTLEMENT ANALYSIS

County's Appraised Value

Land: 5.54 acres \$140,000.00

Owner's Appraised Value

Land: 5.54 acres \$180,000.00

Owner's Offer \$180,000.00

Recommended Settlement Amount \$164,000.00

EXPLANATION OF RECOMMENDED SETTLEMENT

County's appraisal came in at \$140,000 and the Owner's appraisal came in at \$180,000. The negotiated price is based on those two appraisals. I recommend that we purchase the property for \$164,000.

Recommended by Monica Hand Date 3-9-17
Monica Hand, Sr. Title Examiner

Approved by Mary Ann Keller Date 3-20-17
Mary Ann Keller, Assistant Manager, Real Estate Management Division

Approved for
Submittal to
The Board
of County
Commissioners by Ann Caswell Date 3-20-17
Ann Caswell, Manager, Real Estate Management Division