





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

**DATE:** April 28, 2017

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

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

**FROM:** Erica L. Guidroz, Acquisition Agent   
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 BETWEEN GINGER MILL HOMEOWNERS' ASSOCIATION, INC. 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:** Pump Station No. 3320 (Gingermill)  
  
District 4

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility facilities.

**ITEMS:** Contract for Sale and Purchase (Parcel 102)  
  
Warranty Deed (Instrument 102.1)  
Cost: \$4,300  
Size: 1,228 square feet

**BUDGET:** Account No.: 4420-038-1559-47-6110

**FUNDS:** \$5,110.50 Payable to First American Title Insurance Company  
(purchase price and closing costs)

**APPROVALS:** Real Estate Management Division  
Utilities Department  
Risk Management Division

**REMARKS:** Parcel 102 is required to expand the existing pump station, known as  
Pump Station No. 3320.

Grantor is to pay documentary stamp tax and pro-rated 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.**

Project: Pump Station No. 3320 (Gingermill)  
Parcel: 102

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

MAY 23 2017

**CONTRACT FOR SALE AND PURCHASE**

**COUNTY OF ORANGE  
STATE OF FLORIDA**

THIS CONTRACT, made between Ginger Mill Homeowners' Association, Inc., a Florida not for profit 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 Schedule "A" attached hereto for the above referenced project and SELLER agrees to furnish said land for such purpose.

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

**22-24-29-2988-00-004**

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 Four Thousand Three Hundred Dollars (\$4,300.00).
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, 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 pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid by SELLER for the year of conveyance.

Project: Pump Station No. 3320 (Gingermill)  
Parcel: 102

- B. Documentary stamp tax shall be paid by SELLER. BUYER shall pay for recording the deed.
  - C. Title insurance is to be paid by BUYER.
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. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.
  - 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 sixty (60) 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 title insurance (ALTA commitment June 17, 2006) committing to insure BUYER as purchaser of the property in the amount of the purchase price (hereinafter referred to as the "Commitment"), evidencing that marketable fee simple title to the property is currently vested in SELLER free and clear of all liens, encumbrances or other matters of record whatsoever. 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

Project: Pump Station No. 3320 (Gingermill)  
Parcel: 102

the time period for 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 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.

- F. 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 of practice promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon BUYER and OWNER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this CONTRACT 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 Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

Project: Pump Station No. 3320 (Gingermill)  
Parcel: 102

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

**SELLER**

Ginger Mill Homeowners' Association, Inc.,  
a Florida not for profit corporation.

BY: 

Alexander Moncaleano  
Printed Name

PRESIDENT  
Title

PO BOX 770481  
Post Office Address

ORLANDO, FL 32877-0481

DATE: 3/7/2017

**BUYER**

ORANGE COUNTY, FLORIDA, BUYER

BY: 

Erica Guidroz, Its Agent

DATE: 3-7-2017

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

**SCHEDULE "A"**  
**SKETCH AND DESCRIPTION**  
**PARCEL: 102**  
**ESTATE: FEE SIMPLE**  
**PURPOSE: PUMP STATION SITE**

**Legal Description**

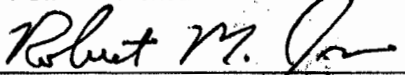
A parcel of land, being a portion of TRACT "D", Ginger Mill Phase II according to the plat thereof recorded in Plat Book 15 at Page 147 of the Public Records of Orange County, Florida, being more particularly described as follows;

BEGIN at the northwest corner of said TRACT "D" and run North 68° 45' 40" East, along the North line of said TRACT "D", a distance of 44.98 feet; thence departing said North line run South 00° 14' 50" East, parallel with the West line of said TRACT "D", a distance of 42.93 feet to a point on the South line of said TRACT "D", also being the North right-of-way line of Ginger Mill Boulevard (70' right-of-way), said point lying on a non-tangent curve concave to the south and having a radius of 540.00 feet; thence Westerly along said South line and curve to the left through a central angle of 01° 57' 32", an arc distance of 18.46 feet where the chord bears South 66° 48' 21" West a distance of 18.46 feet to the boundary of said TRACT "D"; thence run North 00° 14' 50" West, along said boundary, a distance of 25.00 feet; thence South 64° 21' 29" West, continuing along said boundary, a distance of 27.67 feet to said West line; thence run North 00° 14' 50" West, along said North line, a distance of 20.88 feet to the POINT OF BEGINNING

Containing 1228 square feet or 0.028 acres, more or less

**Surveyor's Notes**

1. This Sketch of Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Bearings shown hereon are relative to an assumed datum based on the North line of TRACT "D" as being North 68° 45' 40" East as depicted on the plat of Ginger Mill Phase II as recorded in Plat Book 15 at Page 147 of the Public Records of Orange County, Florida.
3. This Sketch of Description does not address the identification or location of jurisdictional wetlands or sovereign lands, if any, that may or may not lie within or adjacent to the project area.
5. Lands making up the project area were not abstracted by this firm for matters of title, such as easements, rights-of-way, ownership or other matters of record. A review of a furnished First American Title Insurance Company Title Search Report, File No.: 2037-3603024/16.00116 reflects the following encumbrances (as recorded in the Public Records of Orange County, FL):
  - (1) Matters imposed by plat of Ginger Mill Phase II, recorded in Plat Book 15 at Page 147  
Comments: as shown hereon
  - (2) Easement contained in Order of Taking recorded in ORB 0536 at Page 0382  
Comments: easement lies adjacent to the lands described herein as shown hereon
6. The location and configuration of the Sketch of Description shown hereon was provided by the client.
7. Certified to and for the exclusive use of Orange County, a charter county and a political subdivision of the State of Florida and First American Title Insurance Company.

 8/22/16

Robert M. Jones  
Florida Professional Surveyor and Mapper No.4201

**THIS IS NOT A SURVEY**

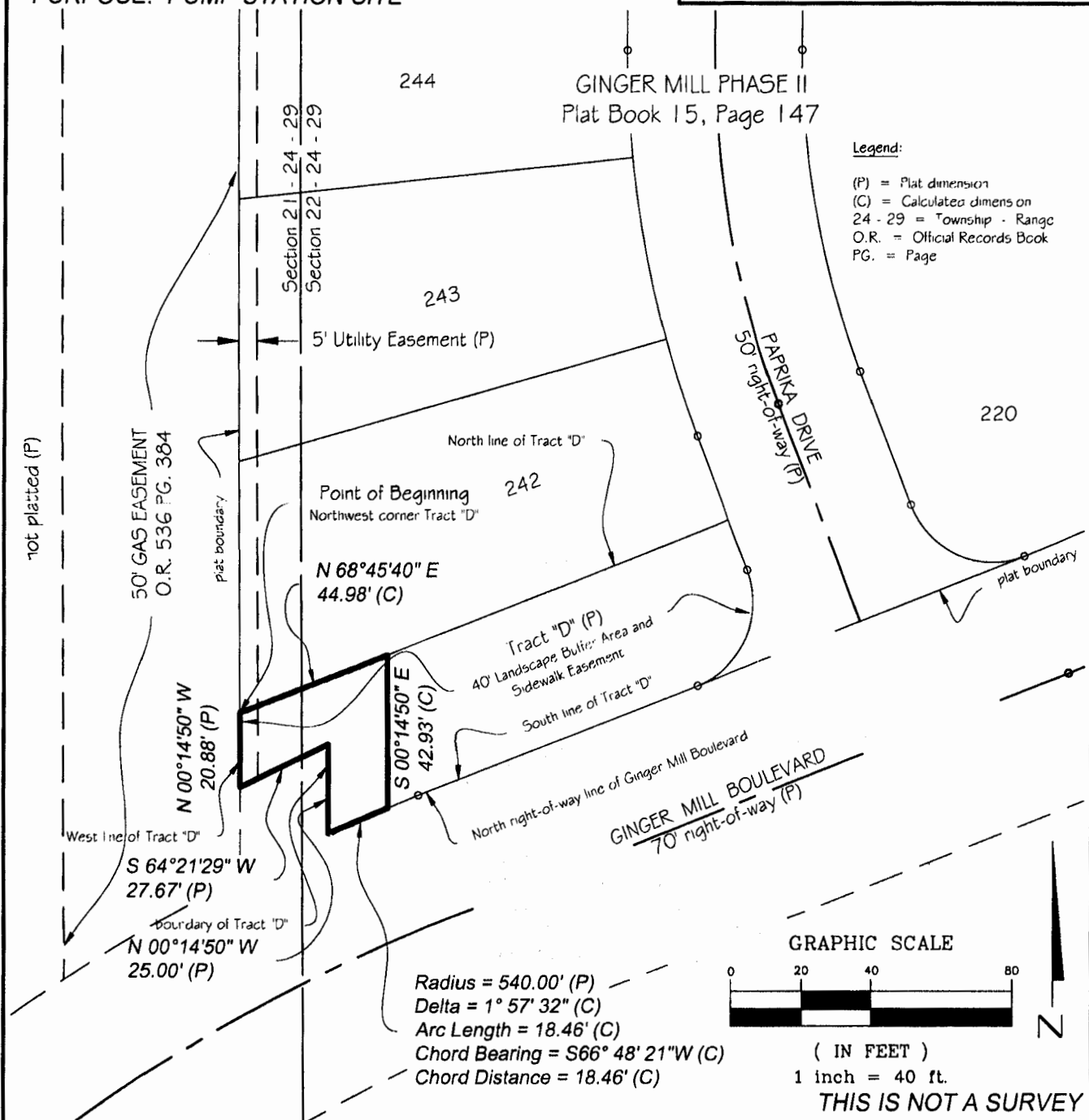
PROJECT TITLE: Orange County Utilities Department  
Pump Station #3320 Sketch and Description  
Ginger Mill Boulevard



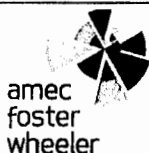
**Amec Foster Wheeler**  
**Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570 Fax: (407) 522-7576  
Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: PEW	CHKD. BY: RMJ	
DATE: 08/22/2016	DATE: 08/22/2016	
JOB No. 6374.16.0947	SCALE: N/A	SHT. 1 OF 2
DRAWING NAME: 0947 Pump Station 3320 (Gingermill).dwg		

**SCHEDULE "A"**  
**SKETCH AND DESCRIPTION**  
**PARCEL: 102**  
**ESTATE: FEE SIMPLE**  
**PURPOSE: PUMP STATION SITE**



PROJECT TITLE: **Orange County Utilities Department  
Pump Station #3320 Sketch and Description  
Ginger Mill Boulevard**



**Amec Foster Wheeler**  
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 75 East Amelia Street, Suite 200  
 Orlando, FL 32801 USA  
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DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>PEW</u>	CHKD. BY: <u>RMJ</u>	
DATE: <u>08/22/2016</u>	DATE: <u>08/22/2016</u>	
JOB No. <u>6374.16.0947</u>	SCALE: <u>N/A</u>	SHT. <u>2</u> OF <u>2</u>
DRAWING NAME: 0947 Pump Station 3320 (Gingermill).dwg		



## **EXHIBIT "B"**

### **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.**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
MAY 23 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.: 2021-3787846

Project: Pump Station No. 3320 (Gingermill)  
Parcel: 102

**WARRANTY DEED**

This indenture made on 8/21/17 A.D., by

Ginger Mill Homeowners' Association, a Florida not for profit corporation, a/k/a Ginger Mill Homeowners' Association, Inc.

whose address is: 2348 Ginger Mill Blvd., Orlando, FL 32837

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:

Please see attached Schedule "A"

Parcel Identification Number: 22-24-29-2988-00004

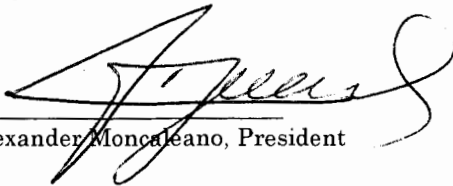
**Subject** to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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

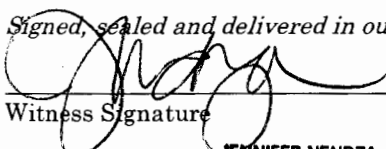
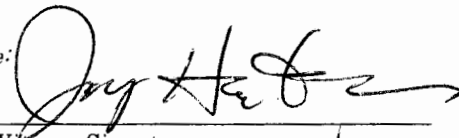
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the 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.

Ginger Mill Homeowners' Association,  
a Florida not for profit corporation, a/k/a  
Ginger Mill Homeowners' Association, Inc.

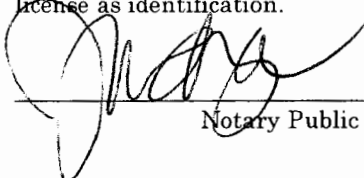
  
Alexander Moncaleano, President

Signed, sealed and delivered in our presence:

 Witness Signature	 Witness Signature
Print Name: <u>JENNIFER NENDZA</u>	Print Name: <u>Joy Hawthorne</u>

State of Florida  
County of Orange

The Foregoing Instrument Was Acknowledged before me on 8/2/17, by Alexander Moncaleano, as President of Ginger Mill Homeowners' Association, a Florida not for profit corporation, a/k/a Ginger Mill Homeowners' Association, Inc. 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}

**SCHEDULE "A"**  
**SKETCH AND DESCRIPTION**  
**PARCEL: 102**  
**ESTATE: FEE SIMPLE**  
**PURPOSE: PUMP STATION SITE**

**Legal Description**

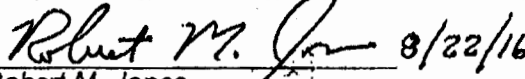
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Containing 1228 square feet or 0.028 acres, more or less

**Surveyor's Notes**

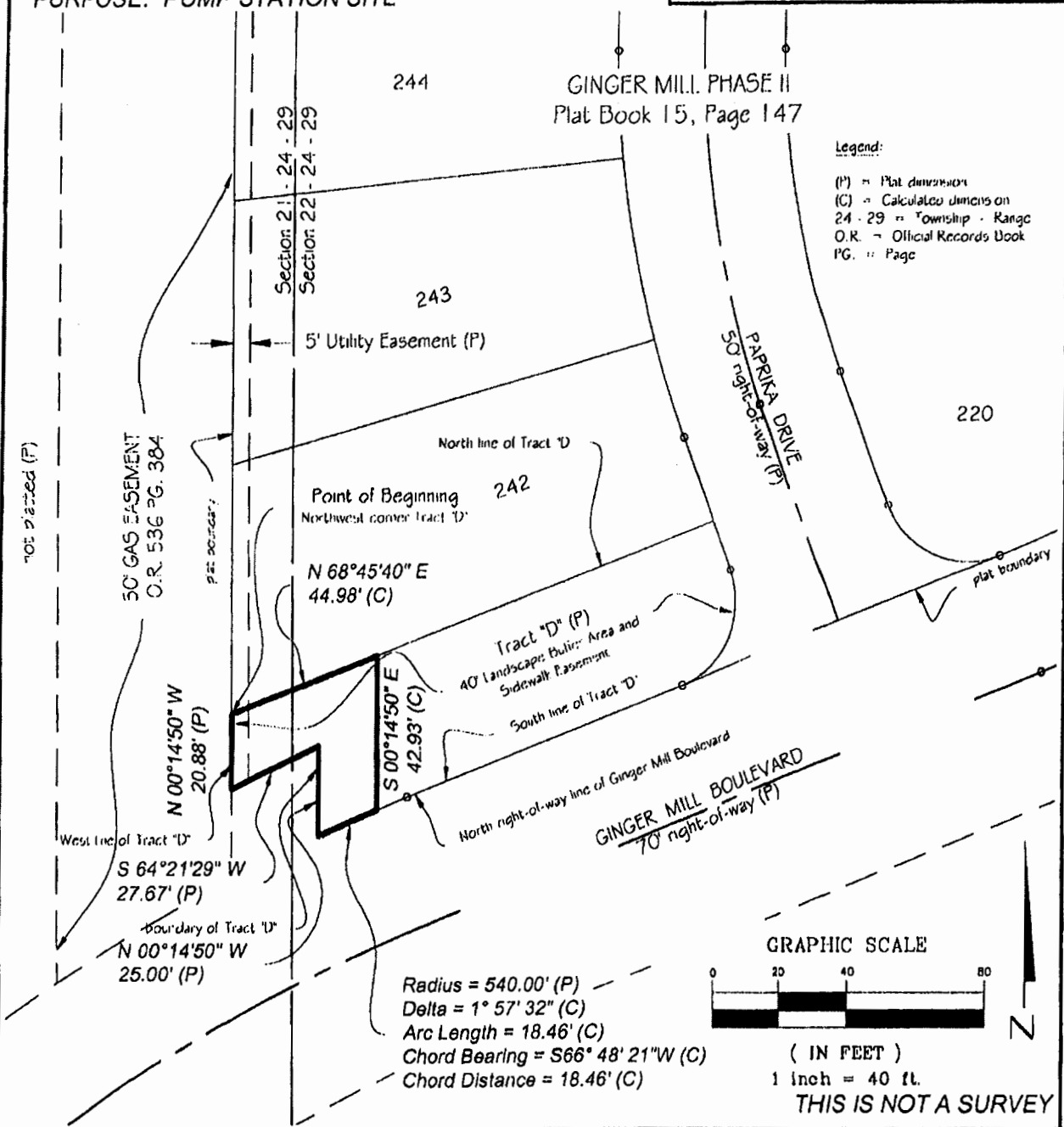
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Robert M. Jones  
Florida Professional Surveyor and Mapper No.4201

THIS IS NOT A SURVEY

<b>PROJECT TITLE:</b> Orange County Utilities Department Pump Station #3320 Sketch and Description Ginger Mill Boulevard		<table border="1"><tr><td>DATE</td><td>BY</td><td>DESCRIPTION</td></tr><tr><td colspan="3">REVISION</td></tr></table>		DATE	BY	DESCRIPTION	REVISION		
DATE	BY	DESCRIPTION							
REVISION									
 amec foster wheeler	<b>Amec Foster Wheeler</b> Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Fax: (407) 522-7576 Certificate of Authorization Number LB-0007932	DRAWN BY: <u>PEW</u> CHKD. BY: <u>RMJ</u> DATE: <u>08/22/2016</u> DATE: <u>08/22/2016</u>							
		JOB No. <u>6374.18.0247</u> SCALE: <u>N/A</u> SHEET: <u>1</u> of <u>2</u>							
		DRAWING NAME: 0947 Pump Station 3320 (Gingermill).dwg							

**SCHEDULE "A"**  
**SKETCH AND DESCRIPTION**  
**PARCEL: 102**  
**ESTATE: FEE SIMPLE**  
**PURPOSE: PUMP STATION SITE**



**PROJECT TITLE:** Orange County Utilities Department  
 Pump Station #3320 Sketch and Description  
 Ginger Mill Boulevard



**Amec Foster Wheeler**  
**Environment & Infrastructure, Inc.**  
 75 East Anolia Street, Suite 200  
 Orlando, FL 32801 USA  
 Phone: (407) 522-7570 Fax: (407) 522-7576  
 Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>PEW</u>	CHKO. BY: <u>RMJ</u>	
DATE: <u>08/22/2016</u>	DATE: <u>08/22/2016</u>	
JOB No. <u>637418.0947</u>	SCALE: <u>N/A</u>	SHT. <u>2</u> OF <u>2</u>
DRAWING NAME: 0947 Pump Station 3320 (Gingermill).dwg		

# REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: 5-23-2017

Amount: \$5,110.50

Project: Pump Station No. 3320 (Gingermill)

Parcels: 102

Charge to Account # 4420-038-1559-47-6110

Controlling Agency Approval

Date

Fiscal Approval

Date

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condernation Post-Condernation

X N/A

District # 4

X Acquisition at Approved Appraisal

Acquisition at Below Approved Appraisal

Acquisition at Above Approved Appraisal

Advance Payment Requested

First American Title Insurance Company

\$4,300.00 Purchase Price

\$810.50 Closing Costs/Title Insurance

\$5,110.50 Total

DOCUMENTATION ATTACHED (Check appropriate block(s))

X Contract

Copy of Executed Instruments

X Certificate of Value

X Settlement Analysis

Payable to: First American Title Insurance Company - \$5,110.50

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

Recommended by

*Erica Guidroz*

Erica Guidroz, Acquisition Agent

4-6-2017

Date

Payment Approved

*Ann Caswell*

Ann Caswell, Manager, Real Estate Management Division

4-19-17

Date

Certified

*Medina*

Approved by BCC Deputy Clerk to the Board

MAY 23 2017

Date

Examined/Approved

Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: TBD

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
MAY 23 2017

PARCEL	PROJECT	LIMITS	PROPERTY OWNER	CIP
102	Pump Station No. 3320	Ginger Mill Boulevard	Ginger Mill Homeowner's Association, Inc.	

- 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 personal interest with respect to the parties involved.
  - I have not performed any professional services regarding 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 has been 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.
  - The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
  - The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
  - As of the date of this report, I have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

	1	2	3	4
APPRaiser	D. Hall			
DATE OF REPORT	11-10-2016			
PURPOSE	A			
PROPERTY TYPE	Residential			
ACQUISITION SIZE	1,228 s.f.			
APPRaisal DATE	11-8-2016			
SPRINTAL FORTNIGHT	\$4,300			
LAND	\$3,300			
IMPROVEMENTS	\$1,000			
COST TO CURE	\$0			
DAMAGES	\$N/A			
REVIEWER	D. Henderson			

\*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: \$ 4,300.00**

**ALLOCATION:**

**LAND \$ 3,300.00**

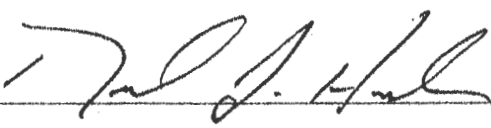
**IMPROVEMENTS \$ 1,000.00**

**COST TO CURE \$ 0.00**

**DAMAGES \$ N/A**

**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: Desmond J. Henderson
Review Appraiser
Review Report Date: 12-20-2016
Ann Caswell, Manager

B. Reviewer's Statement of reasoning in conformance with the current R/W Procedures.

**ASSIGNMENT PARAMETERS**

This review was conducted by Desmond J. Henderson, Real Estate Review Appraiser, employed by the Orange County Real Estate Management Division.

The client and the intended user of this review is Orange County. The intended use is to determine whether the analysis, opinions, and conclusions in the appraisal report under review are appropriate and reasonable. The purpose of this appraisal review is to provide a basis for establishing recommended compensation for a proposed acquisition for the Pump Station #3320 project.

The appraisal was prepared by David Hall, State-Certified General Appraiser #RZ1314, an employee of Bullard, Hall & Adams, Inc. According to the appraisal report, significant professional assistance was provided by Craig S. Adams, State-Certified General Appraiser #RZ665, also an employee of Bullard, Hall & Adams, Inc.

The report under review is an appraisal to estimate the market value of the subject property. The real estate and real property interest appraised is the unencumbered fee simple interest in the property to be acquired. 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 November 8, 2016. The effective date of this review is December 20, 2016. There were no extraordinary assumptions or hypothetical conditions affecting the appraisal under review.

The nature and extent of this review included a desk and field review of the subject property and the 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 does entail a determination as to the appraisal report's compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Orange County R/W procedures.

The report as reviewed is an appraisal report. The format is appropriate for the analysis. The purpose of the appraisal was to estimate the market value of the subject property. It should be noted that market value estimates typically exclude business damages, goodwill damages, relocation costs, and incidental costs, even though they may be considered elements of full compensation under Florida law.

**SUBJECT DESCRIPTION**

The subject property parent tract is a vacant 5,556 s.f. tract that is a portion of the common area for the 18.603 acre Ginger Mill Phase 2 subdivision. It is located at the northwest corner of Ginger Mill Boulevard and Paprika Drive. The physical address is 2193 Ginger Mill Boulevard, Orlando, Florida 32837. It is owned by Ginger Mill Homeowner's Association, Inc. Parcel 102 is a proposed fee acquisition that encompasses 1,228 s.f. of land area. It is located within the western portion of the subject property parent tract. Site improvements located within the acquisition area are 2 oak trees, 4 native palm trees, and sod.



The Highest and Best Use analysis considers the four components thereof. Mr. Hall concludes that the highest and best use of the subject, as if vacant, is for common area use for residential development along with the subdivision. The appraiser's 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. The report employs the Sales Comparison Approach to value the subject property. The Income and Cost Approaches were appropriately determined to be not applicable.

#### VALUATION

Mr. Hall has included five comparable sales to value the subject and has correlated to a value conclusion within the value range of the sales. His value indication is reasonable and supported for the subject property. The comparable sales indicate an adjusted range of \$99,329 per acre to \$123,155 per acre. Mr. Hall concluded to a value of \$115,000 per acre for the subject property. The affected site improvements were determined to have a contributory value of \$1,000. The characteristics and functionality of the remainder site are not diminished by the proposed acquisition. The proposed acquisition was determined to have no affect on the site's overall utility. Due to these factors, there are no damages to the remainder.

#### CONCLUSIONS

The data, appraisal methods and techniques, analyses, opinions, conclusions and adjustments within the Hall 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 Hall 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 R/W procedures.

Compensation is allocated as follows:

Land	\$ 3,300
Improvements	\$ 1,000
Damages	\$ -0-
Cost to Cure	\$ -0-
TOTAL	\$ 4,300

DJH

**Appraisal Report**

**of**

**Parcel 102**

**Pump Station No. 3320 (Ginger Mill Boulevard)  
Property Name -- Ginger Mill Phase 2, Tract "D"  
Tax ID No. 22-24-29-2988-00-004  
Orange County, Florida  
Our Project No. 16-06**

**Owner -- Ginger Mill Homeowner's Association, Inc.**

**For**

**Mr. Robert K. Babcock, MAI  
Acquisition/Appraisal Supervisor  
Administrative Services Department  
Real Estate Management Division  
400 East South Street, 5<sup>th</sup> Floor  
Orlando, Florida 32802-1393**

**Prepared by**

**Bullard, Hall & Adams, Inc.  
1144 Pelican Bay Drive  
Daytona Beach, Florida 32119**

**RECEIVED**

**NOV 15 2016**

**Real Estate Management Division**

# CERTIFICATE OF VALUE

Project: Pump Station 3320 (Ginger Mill Boulevard)  
County: Orange  
Parcel No.: 102

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

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 or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. 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 and I have afforded the property owner the opportunity to accompany me at the time of the inspection. 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.
9. I understand that this appraisal is to be used in connection with the acquisition by Orange County.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Orange County and I will not do so until 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 Orange County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 8<sup>th</sup> day of November, 2016, is:

FOUR THOUSAND THREE HUNDRED DOLLARS

Market value should be allocated as follows:

LAND	\$ 3,300
IMPROVEMENTS	\$ 1,000
NET DAMAGES &/OR	
COST TO CURE	\$ 0
TOTAL	\$ 4,300

LAND AREA: (Ac/SF)	<u>1.228 SF</u>
Land Use (HABU as vacant):	<u>Residential</u>

November 10, 2016

DATE

  
DAVID K. HALL, ASA

State-Certified General Appraiser #RZ1314

Project: Pump Station No. 3320 (Gingermill)  
Parcel: 102

**SETTLEMENT ANALYSIS**

**County's Appraised Value**

Land: 1,228 S.F. \$ 3,300.00

Improvements: \$ 1,000.00

**Total Appraisal Value** **\$ 4,300.00**

**Total: Owner's Offer** **\$ 4,300.00**

**Recommended Settlement Amount** **\$ 4,300.00**

**EXPLANATION OF RECOMMENDED SETTLEMENT**

The subject tract is part of Ginger Mill Phase 2 Subdivision, located at the northwest corner of Ginger Mill Boulevard and Paprika Drive. The property of 1,228 S.F. is required in fee for rehabilitation of the existing pump station. The site improvements within the area of the acquisition include sod, two oak trees and four palm trees. I agree and request approval of purchase price in the amount of \$4,300.00.

Recommended by Erica Guidroz Date 3-27-2017  
Erica L. Guidroz, Acquisition Agent

Recommended by Mary Keller Date 3-31-17  
Mary Keller, Asst. Manager, Real Estate Management Division

Recommended by Ann Caswell Date 4-19-17  
Ann Caswell, Manager, Real Estate Management Division