Interoffice Memorandum



REAL ESTATE MANAGEMENT ITEM 5

DATE:	August 9, 2017
то:	Mayor Teresa Jacobs and the Board of County Commissioners
THROUGH:	Paul Sladek, Manager Construction Real Estate Management Division
FROM:	Erica L. Guidroz, Acquisition Agent EX- Real Estate Management Division
CONTACT PERSON:	Paul Sladek, Manager
DIVISION:	Real Estate Management Division Phone: (407) 836-7090
ACTION REQUESTED:	APPROVAL OF PURCHASE AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT BETWEEN PIERCE HANGING MOSS #1, LLC, PIERCE HANGING MOSS #2, LLC, PIERCE HANGING MOSS #3, LLC, PIERCE HANGING MOSS #4, LLC, PIERCE HANGING MOSS #5, LLC, PIERCE HANGING MOSS #6, LLC, PIERCE HANGING MOSS #7, LLC, AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND RECORDING FEES AND RECORD INSTRUMENT
PROJECT:	East-West Road (S.R. 436 to Dean Road) n/k/a Richard Crotty Parkway
	District 5
PURPOSE:	To provide for access, construction, operation, and maintenance of road improvements.
ITEMS:	Purchase Agreement (Parcel 7007)
	Temporary Construction Easement (Instrument 7007.1) Cost: \$13,700 Size: 897 square feet Term: 7 years

Real Estate Management Division Agenda Item 5 August 9, 2017 Page 2

BUDGET:	Account No.: 1032-072-2752-6110
FUNDS:	\$13,700.00 Payable to Jerry Pierce (purchase price)
	\$99.00 Payable to Orange County Comptroller (recording fees)
APPROVALS:	Real Estate Management Division Public Works Department
REMARKS:	Grantor to pay documentary stamp tax.

REQUEST FOR FUNDS FOR LA	ND ACQUISITION Under Ordinance Approval
Date: July 10, 2017 Project: East West Road n/k/a Richard C	
Total Amount: <u>\$13,799.00 -</u>	Edit contraction
Charge to Account # <u>1032-072-2752-6110</u> Amount <u>\$ 13,799.00</u>	6181 × 8/8/1
# Amount <u>\$</u>	Engineering Approval (Date 1) Get 1) aug FY 17 8 - 8 - 17 Fiscal Approval Date
TYPE TRANSACTION (Check appropriate block{s})	
	N/A Not Applicable District #5
X Acquisition at Approved Appraisal	
Acquisition at Below Approved Appraisal	Jerry Pierce
Acquisition at Above Approved Appraisal	566 Genius Drive Winter Park, FL Road 32789
Advance Payment Requested	Purchase Price \$13,700.00
DOCUMENTATION ATTACHED (Check appropriate block{s})	Ourses County Comments
	Orange County Comptroller
X Contract/Agreement	Recording Fee \$99.00
X Copy of Executed Instruments	Total \$ 13,799.00 -
X Certificate of Value	10tal \$ 13,733.00 -
X Settlement Analysis	
Payable to: Jerry Pierce (\$13,700.00) Payable to: Orange County Comptroller (\$99.00)	
CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANA	GEMENT DIVISION (DO NOT MAIL)
Recommended by Frica I Lindy	7-10-2017
Erica L. Guidroz, Acquisition Agent	Date
Payment Approved D	7/12/17
Paul Sladek, Manager, Real Estate Manageme	nt Division Date
1. 4. 1. 10. +	AUG 2 9 2017
Certified <u>JUMPER of Manual Clinet</u>	
Approved by BCC Deputy Clerk to the Board	Date
Examined/Approved Comptroller/Government Grants	CHECK No. / Date
REMARKS:	CHECK NO. / Date
Scheduled Closing Date: As soon as check is available	
Anticipated Closing Date: TBD	APPROVED
Please Contact Acquisition Agent @ 67036 if there are any que	estions. By ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS AUG 2 9 2017

Project: East-West Road (S.R. 436 to Dean Road) n/k/a Richard Crotty Parkway Parcel: 7007

PURCHASE AGREEMENT

COUNTY OF ORANGE STATE OF FLORIDA

THIS AGREEMENT made between Pierce Hanging Moss #1, LLC, a Florida limited liability company, Pierce Hanging Moss #2, LLC, a Florida limited liability company, Pierce Hanging Moss #3, LLC, a Florida limited liability company, Pierce Hanging Moss #4, LLC, a Florida limited liability company, Pierce Hanging Moss #5, LLC, a Florida limited liability company, Pierce Hanging Moss #6, LLC, a Florida limited liability company, and Pierce Hanging Moss #7, LLC, a Florida limited liability company, each as to its undivided interest, 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, the BUYER requires the land described on Schedule "A" attached hereto for construction and maintenance of the above referenced project and said SELLER agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Number: a portion of 15-22-30-3932-00-090

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

- SELLER agrees to execute a Temporary Construction Easement for a period of 7 years on Parcel No. 7007, as more particularly described on the attached Schedule "B" for the sum of \$ 13,700.00
- SELLER agrees to pay the state documentary stamp tax, on land and improvements only, prior to receipt of proceeds, by separate check payable to the Orange County Comptroller in the amount of \$_95.90_____.
- 3. This transaction shall be closed and the easement and other closing papers delivered on or before 90 days from the effective date of this AGREEMENT. Closing shall take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place as shall be mutually agreed upon by BUYER and SELLER.
- 4. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
- 5. Effective Date: This agreement 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.

Project: East-West Road (S.R. 436 to Dean Road) n/k/a Richard Crotty Parkway Parcel: 7007

THIS AGREEMENT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between SELLER and BUYER, made with respect to the matters herein contained, and when duly executed constitute the AGREEMENT between SELLER and BUYER. No additions, alterations, or variations to the terms of this AGREEMENT shall be valid, nor can provisions of this AGREEMENT be waived by either party unless expressly set forth in writing and duly signed.

The parties hereto have executed this AGREEMENT on the date(s) written below.

This applies to all signatures:

Properties are owned by the Pierce Family Revocable Trust.

All signatures by Jerry E. Pierce are as an authorized representative of the trust.

Jerry E. Pierce hereby certifies that I have complete authority to sign in behalf of the tust

which I own.

Pierce Hanging Moss #1, LLC, a Florida limited liability company, as to its undivided interest,

RY OF METHR Printed Name

Pierce Hanging Moss #2, LLC, a Florida limited liability company, as to its undivided interest

BY:

Printed Name

SELLER

Pierce Hanging Moss #3, LLC, a Florida limited liability company, as torts undivided interest

BY:

Printed Name

Pierce Hanging Moss #4, LLC, a Florida limited liability company, as to its undivided interest J/2

BY RCE

Printed Name

Project: East-West Road (S.R. 436 to Dean Road) n/k/a Richard Crotty Parkway Parcel: 7007

> Pierce Hanging Moss #5, LLC, a Florida limited liability company, as to its undivided interest,

BY RUE

Printed Name

Pierce Hanging Moss #6, LLC, a Florida limited liability company, as to its undivided interest

BY:

Printed Name

Pierce Hanging Moss #7, LLC, a Florida limited liability company, as to its undivided interest,

BY: Printed Name 32789 566 6-L-WINTER Post Office Address

DATE: /1/17 27,201

BUYER

Orange County, Florida BY: inca / Erica Guidroz, Its Agent T.a -DATE:

JS/ 3.30.2017

. .

í.

SELLER

Pierce Hanging Moss #1, LLC, a Florida limited liability company, as to its undivided interest

Carel M BY: rence

AROL MPIERCE

Printed Name

Pierce Hanging Moss #2, LLC, a Florida limited liability company, as to its undivided interest

erel m rence BY:

RAL NI I Printed Name

Pierce Hanging Moss #3, LLC, a Florida limited liability company, as to its undivided interest

BY:

MF

IERCE

AROL Printed Name

Pierce Hanging Moss #4, LLC, a Florida limited liability company, as to its undivided interest

Manal MA BY:

MPIERCE TREL Printed Name

Pierce Hanging Moss #5, LLC, a Florida limited liability company, as to its undivided interest

BY: AROL MPIERCE

Printed Name

Pierce Hanging Moss #6, LLC, a Florida limited liability company, as to its undivided interest

BY: Carl MPien AROL M PIERCE

Printed Name

Pierce Hanging Moss #7, LLC, a Florida limited liability company, as to its undivided interest

BY: Carre M.Preice

<u>CAROL M PIERCE</u> Printed Name <u>SGG GENIUS DR</u> Post Office Address Post Office Address

Post Office Address *LUINTER PARK, FL* 32789 DATE: <u>7/17/17</u>

5

SCHEDULE "A" <u>EAST_WEST_ROAD</u> <u>PARCEL_ZOOZ</u> ESTATE: Temporary Easement PURPOSE: Temporary Construction

A portion of the lands lying in Section 15, Township 22 South, Range 30 East, as described in Official Records Book 5157, Page 2787, Public Records of Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Hanging Moss Business Park, A Condominium as described in Condominium Book 10, Page 129, Public Records of Orange County, Florida, also being on the existing right of way line of Hanging Moss Road; thence along said existing right of way line, South 89°05'52" West, 86.11 feet to the POINT OF BEGINNING;

thence South 00°54'08" East, 15.00 feet; thence South 89°05'52" West, 59.83 feet; thence North 00°54'08" West, 15.00 feet to said existing right of way line; thence along said existing right of way line, North 89°05'52" East, 59.83 feet to the POINT OF BEGINNING.

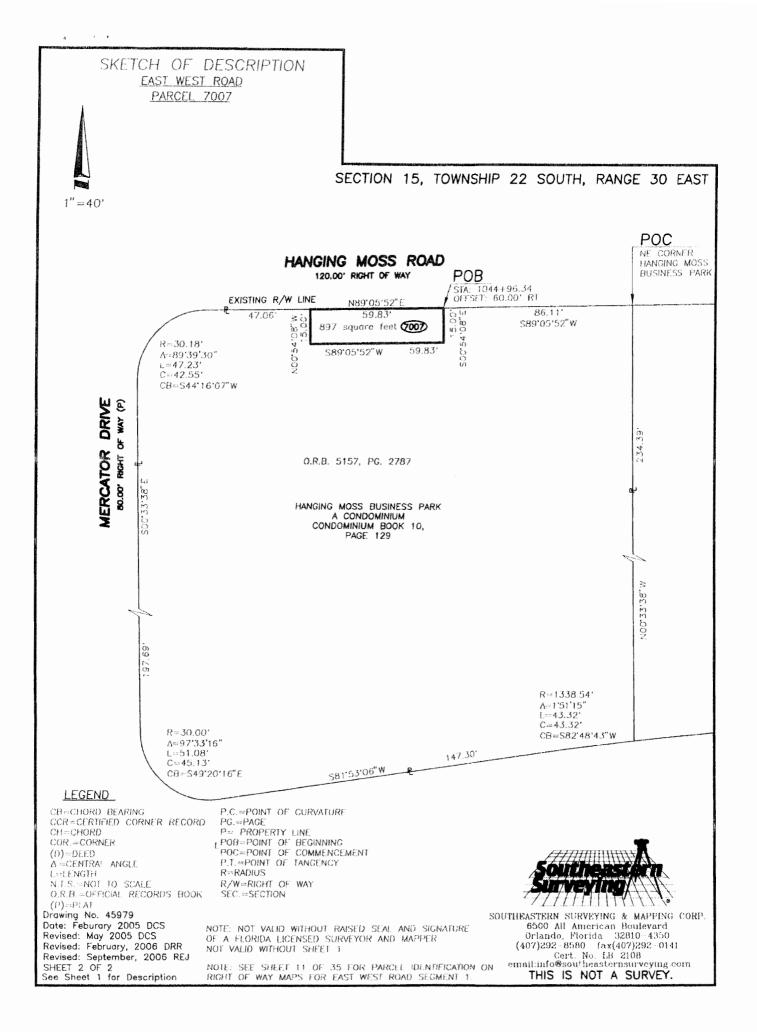
Containing 897 square feet, more or less.

SURVEYORS NOTES:

- 1. The bearings and coordinates shown hereon are based on the Orange County Geodetic Information System traverse between G.I.S. Point #160 to G.I.S. Point #174 as being North 89'55'40" East.
- 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61617-6 requirements.

Not without the raised seal and signature of a Florida licensed Surveyor and Mapper. Not valid without sheet 2.

DESCRIPTION	Dote: Feburary	2005 DCS	CERT. NO. LB2108 45979099
FOR	Job No.: 45979	Scale: N.T.S.	
ORANGE CONTRACTOR	Code requires that drawing bear the		SOUTHEASTERN SURVEYING & MAPPING CORP. 6300 All American Boulevard 0rlando, Norrita 32810-4350 (407)292-8580 fax(407)242-0141 ertail: info@southeasternsurveying.com
GOVERNMENT F L O R I D A Revised: September, 2006 REJ		A SURVEY.	GARY D. KRICK REGISTERED LAND SURVEYOR NO. 4245



SCHEDULE "B"

2752 EAST WEST ROAD PARCEL 7007

TEMPORARY CONSTRUCTION EASEMENT

Parcel 7007 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of constructing, tying in and harmonizing the driveway with the adjacent roadway. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

Although parcel 7007 encompasses an area with an existing ditch, mitered end section and pipe, the work will not adversely impact these drainage facilities.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Schedule "A" or after seven (7) years, whichever occurs first.

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

AUG 2 9 2017

Instrument: 7007.1 Project: East-West Road (S.R. 436 to Dean Road) n/k/a Richard Crotty Parkway

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and executed the 2571 day of 147, A.D. 2030, by Pierce Hanging Moss #1, LLC, a Florida limited liability company, Pierce Hanging Moss #2, LLC, a Florida limited liability company, Pierce Hanging Moss #3, LLC, a Florida limited liability company, Pierce Hanging Moss #4, LLC, a Florida limited liability company, Pierce Hanging Moss #4, LLC, a Florida limited liability company, Pierce Hanging Moss #5, LLC, a Florida limited liability company, Pierce Hanging Moss #5, LLC, a Florida limited liability company, Pierce Hanging Moss #6, LLC, a Florida limited liability company, and Pierce Hanging Moss #7, LLC, a Florida limited liability company, each as to its undivided interest, whose address is 566 GEANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$<u>13,700.00</u> and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a Temporary Construction Easement more particularly defined in Schedule "B" over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

15-22-30-3932-00-090

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

Witness

Summer ۵ lon Print Name Summe Witness Summer a 100

Print Name

Pierce Hanging Moss #1, LLC a Florida limited liability company, as to its undivided interest

- BY: Pierce Hanging Moss Rd, LLC, a Florida limited liability company, its Managing Member
 - BY: Pierce Family Revocable Trust,

its Managing Member BY Pierce, as BY:

Carol M. Pierce, as Co-Trustee

(Signature of **TWO** witnesses required by Florida law)

STATE OF **COUNTY OF**

The foregoing instrument was acknowledged before me this 20^{-4} day of 10^{-4} , 20^{-4} by Jerry E. Pierce and Carol M. Pierce, as Co-Trustees of the Pierce Family Revocable Trust, as Managing Member of Pierce Hanging Moss Rd, LLC, a Florida limited liability company, as Managing Member on behalf of Pierce Hanging Moss #1, LLC, a Florida limited liability company, as to its undivided interest. They are personally known to me or have produced

(Notary Seal)

and



as iden if ation ignature Phone.

Printed Notary Name

Notary Public in and for the County and State aforesaid

My commission expires:

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

Witness nm Print Name Jumme Û

Pierce Hanging Moss #2, LLC a Florida limited liability company, as to its undivided interest

BY: Pierce Hanging Moss Rd, LLC, a Florida limited liability company, its Managing Member

BY: Pierce Family Revocable Trust, Managing Member ΒY erry E Pierce, as Co-Trustee BY Carol M. Pierce, as Co-Trustee

(Signature of TWO witnesses required by Florida law) STATE OF \underline{FlOL} \underline{A}

is 25th may , 20 17

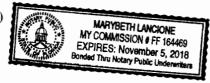
The foregoing instrument was acknowledged before me this <u>LO</u> day of <u>1000</u>, 2011 by Jerry E. Pierce and Carol M. Pierce, as Co-Trustees of the Pierce Family Revocable Trust, as Managing Member of Pierce Hanging Moss Rd, LLC, a Florida limited liability company, as Managing Member on behalf of Pierce Hanging Moss #2, LLC, a Florida limited liability company, as to its undivided interest. They are personally known to me or have produced

and___

(Notary Seal)

Print Name

COUNTY OF



as identi Notar

Printed Notary Name

Notary Public in and for the County and State aforesaid,

My commission expires:

18

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

Witness

mmer Print Name Witne Jummer Print Name

Pierce Hanging Moss #3, LLC a Florida limited liability company, as to its undivided interest

BY: Pierce Hanging Moss Rd, LLC, a Florida limited liability company, its Managing Member

> BY: Pierce Family Revocable Trust, its Managing Member?

BY erry E. Pierce, as Co-Trustee, BY Carol M. Pierce, as Co-Trustee

(Signature of TWO witnesses required by Florida law) STATE OF **COUNTY OF**

The foregoing instrument was acknowledged before me this 20 day of 1199, 20 1 by Jerry E. Pierce and Carol M. Pierce, as Co-Trustees of the Pierce Family Revocable Trust, as Managing Member of Pierce Hanging Moss Rd, LLC, a Florida limited liability company, as Managing Member on behalf of Pierce Hanging Moss #3, LLC, a Florida limited liability company, as to its undivided interest. They are personally known to me or have produced

and___

(Notary Seal)



as identi Sighature Ancinne

Printed Notary Name

Notary Public in and for the County and State aforesaid

My commission expires:

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

Witness

Summer Print Name Witness LIA

Pierce Hanging Moss #4, LLC a Florida limited liability company, as to its undivided interest

BY: Pierce Hanging Moss Rd, LLC, a Florida limited liability company, its Managing Member

> BY: Pierce Family Revocable Trust, its Managing Member

ΒY Pierce, as Co-Trustee BY Carol M. Pierce, as Co-Trustee

(Signature of TWO witnesses required by Florida law) STATE OF FOLIOA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this LO day of ΠHY , 20 day of by Jerry E. Pierce and Carol M. Pierce, as Co-Trustees of the Pierce Family Revocable Trust, as Managing Member of Pierce Hanging Moss Rd, LLC, a Florida limited liability company, as Managing Member on behalf of Pierce Hanging Moss #4, LLC, a Florida limited liability company, as to its undivided interest. They are personally known to me or have produced

(Notary Seal)

and



as identif cátion DNP Printed Nota Name

Notary Public in and for the County and State aforesaid

My commission expires: 11/05/

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

Witness SUMMER Print Name mm Witness Summer ۵ 10v Print Name

Pierce Hanging Moss #5, LLC a Florida limited liability company, as to its undivided interest

BY: Pierce Hanging Moss Rd, LLC, a Florida limited liability company, its Managing Member

BY: Pierce Family Revocable Trust,

its Managing Member BY Pierce, as Co-Trustee B Carol M. Pierce, as Co-Trustee

(Signature of TWO witnesses required by Florida law) STATE OF <u>HOLICA</u> COUNTY OF <u>ORANGE</u>

.

The foregoing instrument was acknowledged before me this CDU day of MHU by Jerry E. Pierce and Carol M. Pierce, as Co-Trustees of the Pierce Family Revocable Trust, as Managing Member of Pierce Hanging Moss Rd, LLC, a Florida limited liability company, as Managing Member on behalf of Pierce Hanging Moss #5, LLC, a Florida limited liability company, as to its undivided interest. They are personally known to me or have produced

and



as identifi bnature S ofary Name

Notary Public in and for the County and State aforesaid

My commission expires: 11/05/18

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

Witness

Summer Print Name Witness Jumm Print Name

Pierce Hanging Moss #6, LLC a Florida limited liability company, as to its undivided interest

BY: Pierce Hanging Moss Rd, LLC, a Florida limited liability company, its Managing Member

> BY: Pierce Family Revocable Trust, its Managing Member

BY as Co-Trustee BY Carol M. Pierce, as Co-Trustee

(Signature of **TWO** witnesses required by Florida law)

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this 25 tay of MAY, 2017 by Jerry E. Pierce and Carol M. Pierce, as Co-Trustees of the Pierce Family Revocable Trust, as Managing Member of Pierce Hanging Moss Rd, LLC, a Florida limited liability company, as Managing Member on behalf of Pierce Hanging Moss #6, LLC, a Florida limited liability company, as to its undivided interest. They are personally known to me or have produced

and

MARYBETH LANCIONE MY COMMISSION # FF 164469 EXPIRES: November 5, 2018 Bonded Thru Notary Public Und

as identification. mine

Printed Notary Name

Notary Public in and for the County and State aforesaid

My commission expires: 11/05/2018

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

Witness mme Print Witness ıA Summer 0 Print Name

Pierce Hanging Moss #7, LLC a Florida limited liability company, as to its undivided interest

BY: Pierce Hanging Moss Rd, LLC, a Florida limited liability company, its Managing Member

BY: Pierce Family Revocable Trust its Managing Member BY: y E. Pierce, as Co-Trustee BY

Carol M. Pierce, as Co-Trustee

(Signature of TWO witnesses required by Florida law) STATE OF **COUNTY OF**

The foregoing instrument was acknowledged before me this 20° day of 110° , 20° by Jerry E. Pierce and Carol M. Pierce, as Co-Trustees of the Pierce Family Revocable Trust, as Managing Member of Pierce Hanging Moss Rd, LLC, a Florida limited liability company, as Managing Member on behalf of Pierce Hanging Moss #7, LLC, a Florida limited liability company, as to its undivided interest. They are personally known to me or have produced _______ and



This instrument prepared by: E. Price Jackson, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida as identification Notary Signature MALYbeth Lancione Printed Notary Name

> Notary Public in and for the county and state aforesaid

My commission expires: 11/05

S:/Forms & Master Docs/Project Document Files/East-West Road (S.R. 436 to Dean Road) n/k/a Richard Crotty Parkway \7007.1 TCE.doc 2-16-16 FDA rev 10-20-16 rh. Revised 03-31-17 srb

SCHEDULE "A" EAST WEST ROAD PARCEL 7007 ESTATE: Temporary Easement PURPOSE: Temporary Construction

A portion of the lands lying in Section 15, Township 22 South, Range 30 East, as described in Official Records Book 5157, Page 2787, Public Records of Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Hanging Moss Business Park, A Condominium as described in Condominium Book 10, Page 129, Public Records of Orange County, Florida, also being on the existing right of way line of Hanging Moss Road; thence along said existing right of way line, South 89"05'52" West, 86.11 feet to the POINT OF BEGINNING;

thence South 00°54'08" East, 15.00 feet; thence South 89'05'52" West, 59.83 feet; thence North 00°54'08" West, 15.00 feet to said existing right of way line; thence along said existing right of way line, North 89'05'52" East, 59.83 feet to the POINT OF BEGINNING.

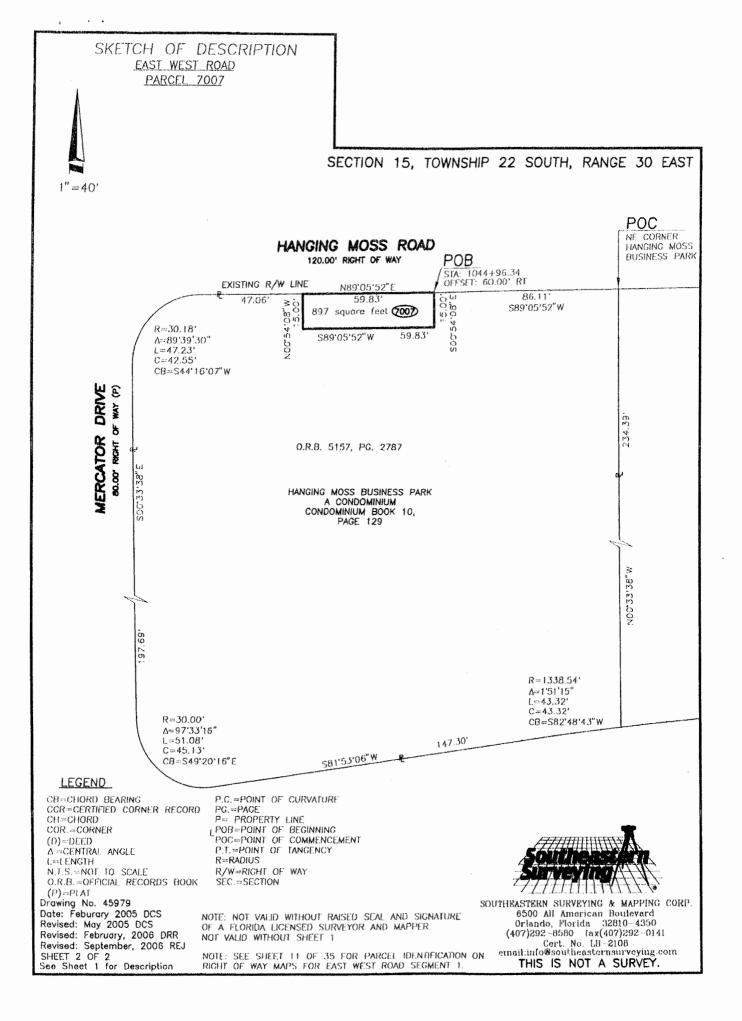
Containing 897 square feet, more or less.

SURVEYORS NOTES:

- 1. The bearings and coordinates shown hereon are based on the Orange County Geodetic Information System traverse between G.I.S. Point #160 to G.I.S. Point #174 as being North 89'55'40" East.
- 2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.

Not without the raised seal and signature of a Florida licensed Surveyor and Mapper. Not valid without sheet 2.

DESCRIPTION	Date: Feburary	2005 DCS	CERT. NO. LB2108 45979099
FOR	Job No.: 45979	Scale: N.T.S.	
ORANGE	CH. 61G17-6. Fi	orida Administrative	SOUTHEASTERN SURVEYING & MAPPING CORP.
C V	Code requires that drawing bear the	a legal description e notation that	Orlando, 62414a 32810-4350 (407)292-8580 fax(407)292-0141 enail: info@sontheast@rusurveying.com
GOVERNMENT	THIS IS NOT	A SURVET.	An B. Saint
PLORIDA Revised: September, 2006 REJ		1 OF 2 FOR SKETCH	GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245



SCHEDULE "B"

2752 EAST WEST ROAD PARCEL 7007

TEMPORARY CONSTRUCTION EASEMENT

Parcel 7007 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of constructing, tying in and harmonizing the driveway with the adjacent roadway. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

Although parcel 7007 encompasses an area with an existing ditch, mitered end section and pipe, the work will not adversely impact these drainage facilities.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Schedule "A" or after seven (7) years, whichever occurs first.

0 CERTIFICATE OF VALUE

Project:	Richard Crotty P	Parkway, Segment 1
County:	Orange	
Parcel No	.: 7007	

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 threeyear 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.

Market value should be allocated as follows:

LAND	<u>\$ 4,000</u>
IMPROVEMENTS	<u>\$ 3,800</u>
NET DAMAGES &/OR COST TO CURE TOTAL	\$ 5,900 \$ 13,700

LAND AREA: (Ac/SF) _____ 897 SF _____ Land Use (HABU as vacant): Industrial _____

June 14, 2016 DATE

DAVID K. HALL, ASA State-Certified General Appraiser #RZ1314

NEGOTIATION APPRAISAL REPORT

ORANGE COUNTY REAL ESTATE MANAGEMENT DIVISION REVIEW APPRAISER'S STATEMENT

PARCEL	PROJECT	LIMITS	PROPERTY OWNER	CIP
7007	East-West Road (Invest) n/k/a R Crotty Pkwy	(SR 436-Dean Rd)	Pierce Hanging Moss #1-#7, LLC	2752

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 Standords 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 continuing education requirements of the Appraisal Institute.

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APPRAISER	David K. Hall, ASA			
DATE OF REPORT	June 14, 2016			
PURPOSE*	A			
PROPERTY TYPE	Office/Warehouse			
ACQUISITION SIZE:	897 SF			
APPRAISAL DOV	5/31/2016			
APPRAISAL TOTAL:	\$13,700			
LAND	\$4,000			
IMPROVEMENTS	\$3,800			
COST TO CURE	\$5,900			
DAMAGES	\$0			
REVIEWER	R.K. Babcock, MAI			

*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: \$13,700

ALLOCATION: LAND \$ 4,000

IMPROVEMENTS \$ 3,800

DAMAGES &/or COST TO CURE \$ 5,900

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:			

Robert K Bolgord	
Reviewer: Robert K. Babcock, MAI	
State-Certified General Real Estate Appraiser RZ990	
Review Report Date 7/5/2017 Rev	

REVIEW APPRAISER'S STATEMENT

Parcel No.: 7007 E-W Road, n/k/a R. Crotty Pkwy Page No.: 2

B. Reviewer's Statement of Reasoning in Conformance with the Current R/W Procedures.

ASSIGNMENT PARAMETERS

This review was conducted by Robert K. Babcock, MAI, State-Certified General Real Estate Appraiser RZ990, Supervisor of Acquisition and Appraisal, 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 analyses, 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 the proposed acquisition.

The appraisal being reviewed was prepared by David K. Hall, ASA, State-Certified General Real Estate Appraiser RZ1314, an employee of Bullard, Hall & Adams, Inc. Craig S. Adams, State-Certified General Real Estate Appraiser RZ665, was identified as providing significant professional assistance, and is also an employee of Bullard, Hall & Adams, Inc. The appraisers relied upon land planning and engineering analyses prepared by Hal Collins of Kelly, Collins & Gentry, Inc. (KCG) and cost estimates prepared by William D. Richardi, a certified general contractor, in formulating their opinions.

The report under review is an appraisal to estimate the market value of the land and affected improvements, as well as any remedial cost to cure activities and damages, as appropriate. The fee simple real property interest was appraised. The report type reviewed was an Appraisal Report, as defined by USPAP 2-2(a). The format was appropriate for the analysis and scope of work. The effective date of the opinion in the report being reviewed is May 31, 2016, which is also the effective date of this review. Neither the appraisal nor review was based upon any Extraordinary Assumptions. The report considers the remainder as if the proposed roadway improvements have been completed in accordance with the plans and that the facility is open for public use, which is a hypothetical condition.

The nature and extent of this review included a desk review of the report and field reviews of the subject 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, the scope of this review does require a determination of whether the appraisal report under review is reasonable and supportable, in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Orange County R/W procedures.

SUBJECT DESCRIPTION

The subject (Parcel 7007) has an address of 6808-6832 Hanging Moss Road, Orlando, Florida 32810. This location is at the southeast corner of Hanging Moss Road and Mercator Drive, within unincorporated Orange County, Florida. The property's legal description has been recorded on the last deed of record, within Official Records Book (ORB) 3030, on Page 0576 of the Public Records of Orange County, Florida. The 1.26± acre (54,834 SF) property is improved with a masonry single story office/warehouse/flex building, which was constructed in 1984 and containing 17,500 SF of usable building area. The tract has three road frontages. The property has 193 feet of frontage along the south side of Hanging Moss Road, 197.69± feet along the east side of Mercator Drive and 147.30± feet along the north side of Venture Circle, with a depth of 234.39± feet along the east property line. At the immediate intersections, there are curved radii of 47.23 feet at Hanging Moss Road and Mercator Road and S1.08 feet at Mercator Road and Venture Circle. The

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property is generally level, near road grade and situated within Zone X of the Flood Insurance Rate Map (FIRM). All typical utilities serve the property.

The subject is zoned IND-1/IND-5, Industrial District (Light) and has a future land use designation of Industrial. The subject's zoning and future land use are consistent. The appraiser indicated there were no apparent adverse drainage or environmental conditions affecting the property. There are no other known easements affecting the property.

Mr. Hall's highest and best use analysis considers the four appropriate characteristics of such an analysis. Mr. Hall concluded that the subject's highest and best use, as if vacant and available for development, was for industrial use. The appraiser's analyses and development of the highest and best use are appropriate and reasonable. The methodology is consistent with and in conformance with accepted appraisal practice.

VALUATION

The report employs the Sales Comparison Approach to value the land. The Income and Cost Approaches were appropriately omitted because they are not applicable for this assignment, which considered only the value of the land and the contributory value of any improvements affected by the proposed acquisition.

Mr. Hall has valued the property using four comparable sale properties and has correlated to a value conclusion within the value range indicated by the sales. The comparable sales indicated an unadjusted range of \$5.21 to \$6.56 per square foot (psf) of land area. Mr. Hall provided a quantitative analysis of the sale data, adjusting the comparable sales for numerous factors, as appropriate. After adjustments, the indicated value range was \$6.23 to \$6.56 per square foot (psf) of land area. Based upon the analysis, Mr. Hall concluded to a unit value of **\$6.50 psf**. This equated to a market value for the subject's land of **\$356,500** ($$6.50/sf \times 54,834 sf = $356,421$, rounded to \$356,500).

PART ACQUIRED

Parcel 7007 is a proposed acquisition of a temporary construction easement across 59.83 feet of road frontage along the south side of the property's Hanging Moss Road frontage with a depth of 15.0 feet. The easement is to permit construction of the proposed roadway improvements and harmonize the new roadway improvements with the remainder driveway. The acquisition parcel is generally rectangular and contains 897 square feet of land area. Site improvements within the area of the acquisition include grass / mulch, gang mail boxes, irrigation, asphalt pavement, protective pavement sealcoating, storm culvert, mitered end sections, concrete curb, ligustrum hedge plants, a "Tow-Away Zone" sign and an 8" oak tree. It was noted that the sod and asphalt pavement will be replaced by the contractor upon completion of the construction project. Improvements within the TCE were itemized, with cost new estimates provided by Mr. Richardi. The total estimated contributory value of the improvements within the TCE equated to **\$3,800**.

The proposed Temporary Construction Easement (TCE) will encumber the property for a period of up to seven years (84 months), or upon completion of the construction activities, whichever is shorter. Mr. Hall used a land rental rate of 11% of the fee simple value to derive an annual income attributable to the easement area. This amount was converted to a monthly income stream. A built-up discount rate was then applied to the monthly rental income stream to derive the value of the land area during the term of the TCE.

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DAMAGES &/OR COST TO CURE

During the land planning/engineering analyses, Mr. Collins of KCG, developed a cure plan to reestablish the remainder in a similar condition to the before condition. Mr. Richardi provided a cost estimate for the cure. The net cost to cure was properly calculated by recognizing the contributor values of the items paid for within the acquisition. The net cost to cure equated to **\$5,900**.

There were no severance damages attributable to the acquisition.

Mr. Hall's TCE value calculations have been summarized in the following table:

TCE VALUE CALCULATION				
TCE Land Area (SF)	897			
Land Value \$/SF	\$6.50			
Total Fee Value	\$5,831			
Rental Rate per Annum	11%			
Annual Income		\$641.36		
Monthly Income		\$53.45		
PV Factor 3.775%, 84 Months,				
Payable in advance	73.95			
Present Value of TCE		\$3,953		
Rounded ValueLand		\$4,000		
Improvements		\$3,800		
Damages		\$0		
Cost to Cure		\$5,900		
TOTAL TCE VALUE		\$13,700		

CONCLUSIONS

The data, appraisal methods and techniques, analyses, opinions, adjustments and conclusions 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 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.

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Recommended Compensation is allocated as follows:

SUMMARY OF VALUES	
ITEM	VALUE \$
TCE/Land	\$4,000
Improvements	\$3,800
Damages	\$0
Costs to Cure	\$5,900
TOTAL VALUE	\$13,700

SETTLEMENT ANALYSIS

County's Appraised Value

Recommended Settlement Amount	\$13,700.00
Total Appraisal Value	<u>\$13,700.00</u>
Cost-to-Cure:	\$ 5,900.00
Improvements:	\$ 3,800.00
Land: 897 S.F. (TCE)	\$ 4,000.00

EXPLANATION OF RECOMMENDED SETTLEMENT

Parcel 7007 of the East-West Road n/k/a Richard Crotty Parkway is not under threat. The subject tract is on south side of Hanging Moss Road. The temporary construction easement is needed to harmonize the driveway for Parcel 7007 to Richard Crotty Parkway. Any concrete paving or asphalt paving for the driveway area will be replaced during construction at no cost to the property owner. No depreciation is applicable since the cost and contributory values of the site improvements are basically the same. The landowner has accepted the appraisal property value offer of \$13,700.00. I agree and request approval of purchase price in the amount of \$13,700.00.

Recommended by	Erica Guidroz, Acquisition Agent, I	Date 8-9-17 Real Estate Mamt Division
	Effea Outoroz, Acquisition Agent,	ICal Estate Mgilit. Division

Recommended by <u>Robert IC Balcock</u> Date <u>8 - 9 - 17</u> Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by Paul Sladek, Manager, Real Estate Management Division
Date <u>8/10/17</u>