





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: March 31, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Russell L. Corriveau, Senior Acquisition Agent 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

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

ACTIONS REQUESTED: APPROVAL OF PURCHASE PRICE ABOVE APPRAISED VALUE, APPROVAL OF CONTRACT FOR SALE AND PURCHASE AND WARRANTY DEED FROM CHARLES A. RAWLINS AND CERNEE I. RAWLINS TO ORANGE COUNTY, AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS, AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Pump Station 3895 (Arbor Ridge West Unit 7)

District 5

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

ITEMS: Contract for Sale and Purchase (Parcel 101)

Warranty Deed (Instrument 101.1)
Cost: \$14,500
Size: 759 square feet

BUDGET: Account No.: 4420-038-1503-76-6110

FUNDS: \$15,310.50 Payable to First American Title Insurance Company
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
Utilities Department
Risk Management Division

REMARKS: The existing pump station at this location has aged and is in need of upgrades. As part of the improvements, the pump station will be reconfigured to more closely match standard Orange County facilities including driveway access and electronic data systems. Acquisition of this property allows the County to convert a portion of its existing easement interest into fee simple ownership.

Grantor 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.

REQUEST FOR FUNDS FOR LAND ACQUISITION

 X Under BCC Approval

 Under Ordinance Approval

Date: March 9, 2017

Amount: \$15,310.50

Project: Pump Station 3895 (Arbor Ridge West Unit 7)

Parcels: 101

Charge to Account #4420-038-1503-76-6110

Controlling Agency Approval

Date

Next Page

Fiscal Approval

Date

TYPE TRANSACTION (Check appropriate block(s))

 N/A Pre-Condemnation N/A Post-Condemnation

District #5

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

\$14,500.00	Purchase Price
\$ 810.50	Title Insurance/Closing Costs
\$15,310.50	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, 2233 Lee Road, Suite 110, Winter Park, FL 32789

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

Recommended by *Russell L. Corriveau*
Russell L. Corriveau, Senior Acquisition Agent, Real Estate Mgmt.

Date

3/9/17

Payment Approved *Ann Caswell*
Ann Caswell, Manager, Real Estate Management Division

Date

3-24-17

Certified *Jennifer Sara-Klimetz*
Approved by BCC *Jennifer Sara-Klimetz* Deputy Clerk to the Board

APR 11 2017

Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

This parcel may close 30 days after Board of County Commissioner's approval. Please Contact the Acquisition Agent @ 67074 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 8, 2017

Amount: \$15,310.50

Project: Pump Station 3895 (Arbor Ridge West Unit 7)**Parcels: 101**

Charge to Account #4420-038-1503-76-8110

Controlling Agency Approval

Date:

Fiscal Approval

Date _____

TYPE TRANSACTION (Check appropriate block(s))

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

District #5

☐ Acquisition at Approved Appraisal
☐ Acquisition at Below Approved Appraisal
☒ Acquisition at Above Approved Appraisal
☐ Advance Payment Requested

\$14,500.00	Purchase Price
\$ 810.50	Title Insurance/Closing Costs
\$15,310.50	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, 2233 Lee Road, Suite 110, Winter Park, FL 32789

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

Recommended by

Russell L. Corriveau, Senior Acquisition Agent, Real Estate Mgmt.

Date _____

Payment Approved

Ann Caswell, Manager, Real Estate Management Division

Date _____

Certified

Approved by BCC Deputy Clerk to the Board

Date _____

Examined/Approved

Comptroller/Government Grants

Check No. / Date

REMARKS:

This parcel may close 30 days after Board of County Commissioner's approval. Please Contact the Acquisition Agent @ 67074 if there are any questions.

APR 11 2017

Project: Pump Station 3895 (Arbor Ridge West Unit 7)
Parcel: 101

CONTRACT FOR SALE AND PURCHASE

COUNTY OF ORANGE
STATE OF FLORIDA

THIS CONTRACT, made between Charles A. Rawlins and Cernee I. Rawlins, Husband and Wife, 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:

07-22-31-0187-00-890

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 Fourteen Thousand, Five Hundred dollars (\$14,500.00).
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. Ad valorem taxes shall be prorated as of the date of transfer of title and said prorated amount shall be paid by OWNER to COUNTY, in escrow, 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 in full by OWNER for the year of conveyance.

- B. 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 will surrender possession of the property at time of closing.
 - C. At the closing, SELLER will produce statements from all former tenants acknowledging that their rights of tenancy in the property have been completely terminated. Such statements shall be in form acceptable to the BUYER.
 - D. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.
 - E. 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.
 - F. Title Commitment: 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 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.

- G. 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 3895 (Arbor Ridge West Unit 7)
Parcel: 101

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

SELLER

Charles A. Rawlins
Charles A. Rawlins

Cernee I. Rawlings
Cernee I. Rawlings *ce*

Post Office Address

9159 Lake Douglas Place
Orlando, FL 32817

DATE: 1 March 2017

And

BUYER

Orange County Florida

BY: Russell L. Corriveau
Russell L. Corriveau, Its Agent

DATE: March 24, 2017
RCC

This instrument prepared by:
Russ Corriveau, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

PARCEL: 101
 ESTATE: FEE SIMPLE
 PURPOSE: PUMP STATION SITE

SKETCH OF DESCRIPTION

A PORTION OF THE UTILITY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 3697, PAGE 1312, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AS DEPICTED ON LOT 89, ARBOR CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 100 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 89, ARBOR CLUB; THENCE N 84°23'36"E ALONG THE SOUTHERLY LINE OF SAID LOT 89, A DISTANCE OF 22.36 FEET; THENCE N05°59'17"W, 23.37 FEET; THENCE N29°42'55"W, 13.00 FEET; THENCE S60°17'05"W, 22.45 FEET; THENCE S29°42'55"E, 8.50 FEET; THENCE S63°30'48"W, 6.01 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, SAID POINT BEING ON THE WESTERLY LINE OF SAID LOT 89; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE AND THE ARC OF SAID NON-TANGENT CURVE, BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 860.20 FEET, A CENTRAL ANGLE OF 01°14'30", AN ARC DISTANCE OF 17.16 FEET, A CHORD BEARING OF S25°09'31"E, AND A CHORD DISTANCE OF 17.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN ORANGE COUNTY, FLORIDA, CONTAINING 759 SQUARE FEET MORE OR LESS.

Surveyor's Notes:

1. The sketch depicted hereon is for graphic representation only and does not reflect a field survey.
2. Unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper this sketch is for informational purposes only and is not valid
3. Bearings are assumed and based on the South line of Lot 89, Arbor Cove, as being N84°23'36"E.

THIS IS NOT A SURVEY

PUMP STATION 3895 (ARBOR RIDGE WEST, UNIT 7)

REVISED 5/20/2016

SCALE 1"=10'	DATE 02/11/2016	DRAWN LLH	CALCED LLH	CHECKED WJB
JOB No. 1503-76	SECTION 18	TOWNSHIP 22_S	RANGE 31_E	

ORANGE COUNTY UTILITIES

ORANGE COUNTY, FLORIDA

9150 Curry Ford Road
 Orlando, FL 32825

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

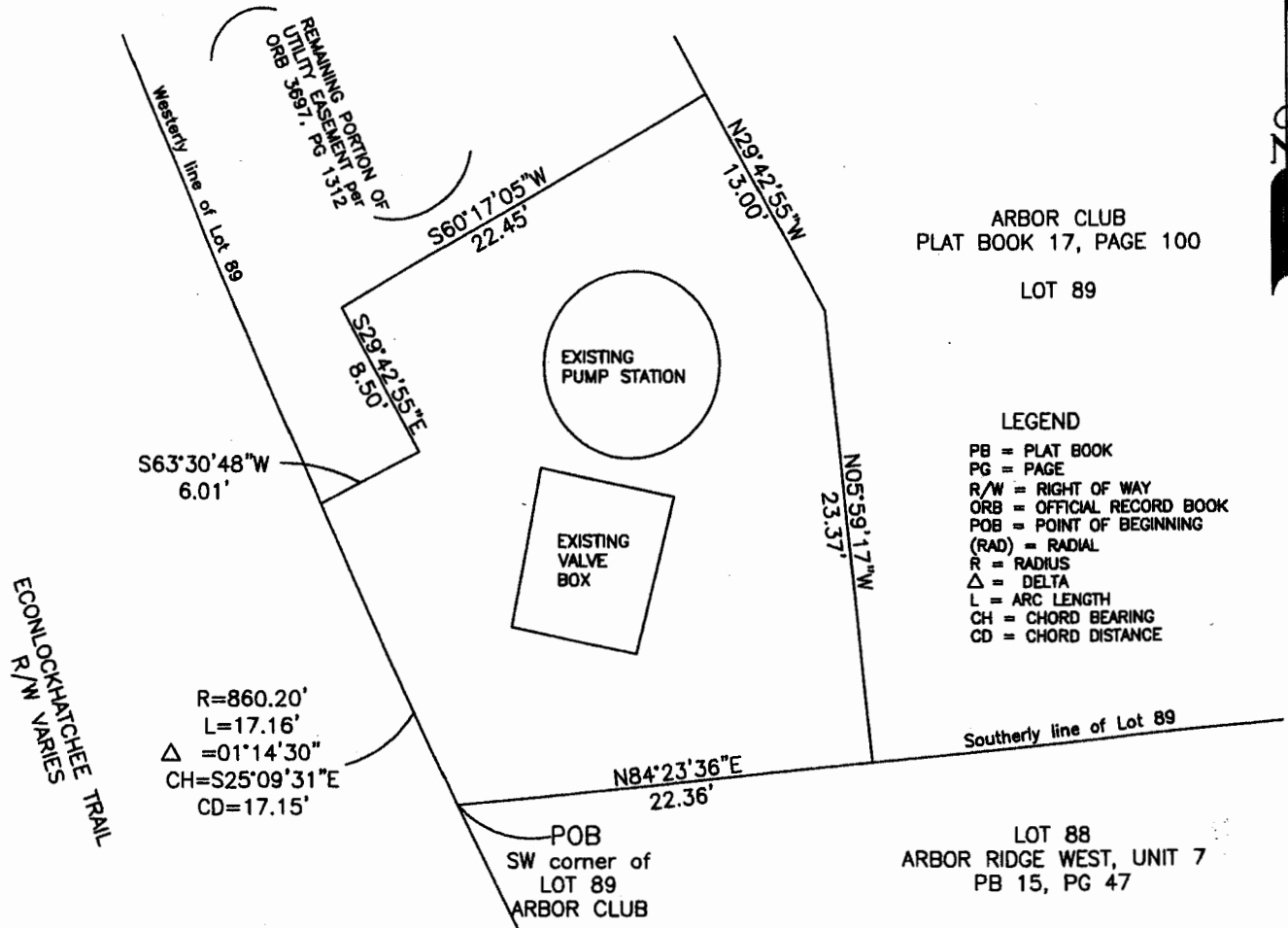
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

Dominick Oquendo 5/23/16
 DOMINICK OQUENDO, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA # LS 5555

PARCEL: 101
 ESTATE: FEE SIMPLE
 PURPOSE: PUMP STATION SITE

SKETCH OF DESCRIPTION

0 5 10
 Scale in Feet



Surveyor's Notes:

1. The sketch depicted hereon is for graphic representation only and does not reflect a field survey.
2. Unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper this sketch is for informational purposes only and is not valid
3. Bearings are assumed and based on the South line of Lot 89, Arbor Cove, as being N84°23'36"E.

THIS IS NOT A SURVEY

PUMP STATION 3895 (ARBOR RIDGE WEST, UNIT 7)

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=10'	02/11/2016	LLH	LLH	WJB
JOB No.	SECTION	TOWNSHIP	RANGE	
1503-76	18	22_S	31_E	

SEE SHEET 1 OF 2 FOR SIGNATURE

ORANGE COUNTY UTILITIES

ORANGE COUNTY, FLORIDA

9150 Curry Ford Road
 Orlando, FL 32825

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

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.: 2021-3750674

Project: Pump Station 3895 (Arbor Ridge West Unit 7)
Instrument: 101.1

WARRANTY DEED

This indenture made on September 20th, 2017 A.D., by

Charles A. Rawlins and Cernee I. Rawlins, husband and wife

whose address is: **9759 Lake Douglas Place, Orlando, FL 32817**

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 SCHEDULE "A"

Parcel Identification Number: 07-22-31-0187-00-890

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.

Charles A. Rawlins
Charles A. Rawlins

Cerne I. Rawlins
Cerne I. Rawlins

Signed, sealed and delivered in our presence:

Erica L. Guidroz
Witness Signature

Russell L. Corriveau
Witness Signature

Print Name: Erica L. Guidroz

Print Name: Russell L. Corriveau

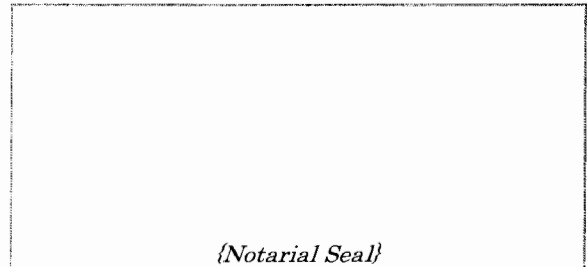
State of Florida
County of Orange

The Foregoing Instrument Was Acknowledged before me on 9/20/17, by Charles A. Rawlins and Cerne I. Rawlins, husband and wife, who are personally known to me or who have produced a valid driver's license as identification.

Russell L. Corriveau
Notary Public

Russell L. Corriveau
(Printed Name)

My Commission expires: 7



RUSSELL L. CORRIVEAU
MY COMMISSION # FF 902223
EXPIRES: August 14, 2019
Bonded Thru Budget Notary Services

PARCEL: 101
 ESTATE: FEE SIMPLE
 PURPOSE: PUMP STATION SITE

SKETCH OF DESCRIPTION

A PORTION OF THE UTILITY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 3697, PAGE 1312, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AS DEPICTED ON LOT 89, ARBOR CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 100 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 89, ARBOR CLUB; THENCE N 84°23'36"E ALONG THE SOUTHERLY LINE OF SAID LOT 89, A DISTANCE OF 22.36 FEET; THENCE N05°59'17"W, 23.37 FEET; THENCE N29°42'55"W, 13.00 FEET; THENCE S60°17'05"W, 22.45 FEET; THENCE S29°42'55"E, 8.50 FEET; THENCE S63°30'48"W, 6.01 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, SAID POINT BEING ON THE WESTERLY LINE OF SAID LOT 89; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE AND THE ARC OF SAID NON-TANGENT CURVE, BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 860.20 FEET, A CENTRAL ANGLE OF 01°14'30", AN ARC DISTANCE OF 17.16 FEET, A CHORD BEARING OF S25°09'31"E, AND A CHORD DISTANCE OF 17.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN ORANGE COUNTY, FLORIDA, CONTAINING 759 SQUARE FEET MORE OR LESS.

Surveyor's Notes:

1. The sketch depicted hereon is for graphic representation only and does not reflect a field survey.
2. Unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper this sketch is for informational purposes only and is not valid
3. Bearings are assumed and based on the South line of Lot 89, Arbor Cove, as being N84°23'36"E.

THIS IS NOT A SURVEY

PUMP STATION 3895 (ARBOR RIDGE WEST, UNIT 7)

REVISED 5/20/2016

SCALE	DATE	DRAWN	CALC'D	CHECKED
1"=10'	02/11/2018	LLH	LLH	WJB
JOB No.	SECTION	TOWNSHIP	RANGE	
1503-78	18	22_8	31_E	

ORANGE COUNTY UTILITIES

ORANGE COUNTY, FLORIDA

9150 Curry Ford Road
 Orlando, FL 32825

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

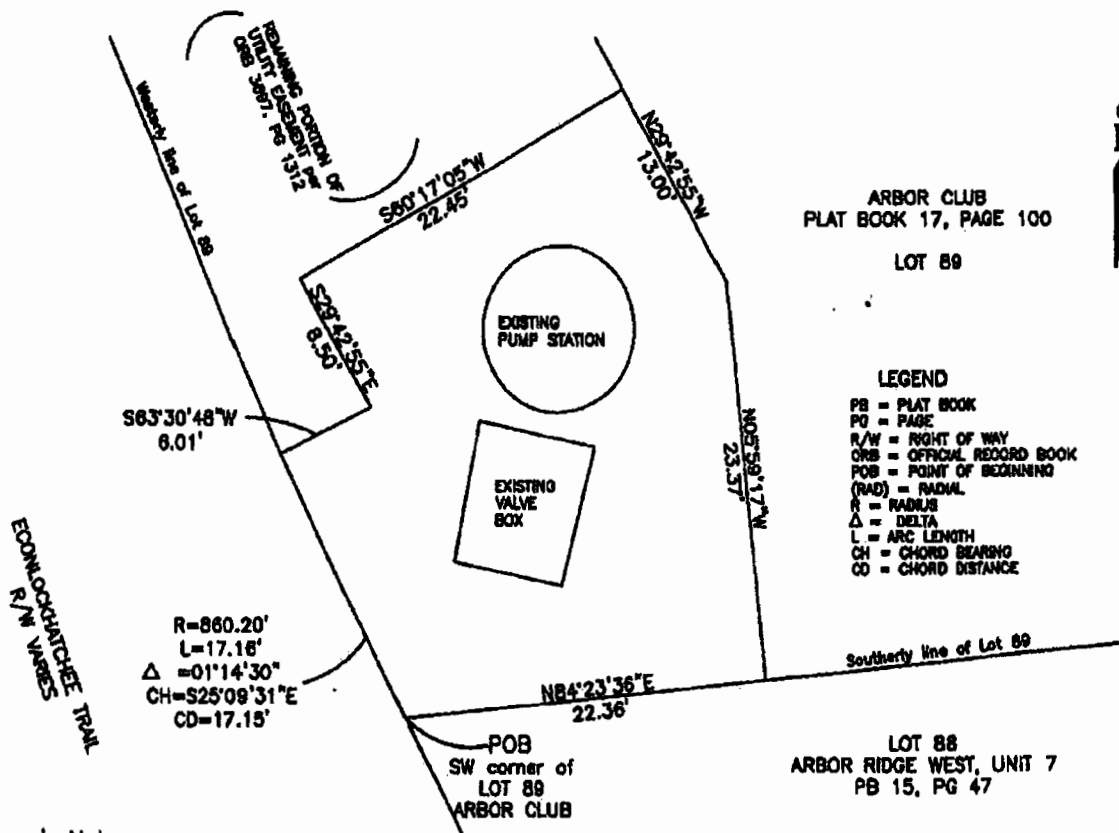
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

Dominick J. Quendo 6/23/18

DOMINICK QUENDO, P.E.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA # LS 5565

PARCEL: 101
 ESTATE: FEE SIMPLE
 PURPOSE: PUMP STATION SITE

SKETCH OF DESCRIPTION



ARBOR CLUB
 PLAT BOOK 17, PAGE 100
 LOT 89

LEGEND

PB = PLAT BOOK
 PO = PAGE
 R/W = RIGHT OF WAY
 ORB = OFFICIAL RECORD BOOK
 POB = POINT OF BEGINNING
 (RAD) = RADIAL
 R = RADIUS
 Δ = DELTA
 L = ARC LENGTH
 CH = CHORD BEARING
 CD = CHORD DISTANCE

Surveyor's Notes:

1. The sketch depicted hereon is for graphic representation only and does not reflect a field survey.
2. Unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper this sketch is for informational purposes only and is not valid
3. Bearings are assumed and based on the South line of Lot 89, Arbor Cove, as being N84°23'36"E.

THIS IS NOT A SURVEY

PUMP STATION 3895 (ARBOR RIDGE WEST, UNIT 7)

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=10'	02/11/2016	LLH	LLH	WJB
JOB No.	SECTION	TOWNSHIP	RANGE	
1503-78	18	22_S	31_E	

SEE SHEET 1 OF 2 FOR SIGNATURE

ORANGE COUNTY UTILITIES

ORANGE COUNTY, FLORIDA

9150 Curry Ford Road
 Orlando, FL 32825

PARCEL	PROJECT	LIMITS	PROPERTY OWNER	CIP
101	Pump Station 3895 (Arbor RidgeW. #7)	9759 Lake Douglas Place	Charles A. and Cernee I. Rawlins	

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 continuing education requirements of the Appraisal Institute.

NEGOTIATION APPRAISAL REPORT

	1	2	3	4
APPRAISER	C. Lee Lobban			
DATE OF REPORT	May 9, 2016			
PURPOSE*	A			
PROPERTY TYPE	Lakefront Residential			
ACQUISITION SIZE:	759 SF			
APPRAISAL DOV	4/28/2016			
APPRAISAL TOTAL:	\$ 9,100			
LAND	\$ 4,000			
IMPROVEMENTS	\$ 4,300			
COST TO CURE	\$800			
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: \$ 9,100

ALLOCATION:

LAND \$ 4,000

IMPROVEMENTS \$ 4,300

DAMAGES &/or COST TO CURE \$ 800

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:		

<i>Robert K. Babcock</i>
Reviewer: Robert K. Babcock, MAI
State-Certified General Real Estate Appraiser RZ990
Review Report Date 6/27/2016
Ann Caswell, Manager

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

ASSIGNMENT PARAMETERS

This review was conducted by 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 was prepared by C. Lee Lobban, MAI, State-Certified General Real Estate Appraiser RZ1844, an employee of Diversified Property Specialists, Inc. Kristin Soltys, State-Certified General Real Estate Appraiser RZ3227 and Katherine Welch, a State-Registered Trainee appraiser by the State of Florida, RI24061, were identified as providing significant professional assistance and are also employees of Diversified Property Specialists, Inc.

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. The real property interest appraised is the fee simple interest. The report type reviewed is an Appraisal Report, as defined by USPAP 2-2(a). The format is appropriate for the analysis and scope of work. The effective date of the opinion in the report being reviewed is April 28, 2016, which is also the effective date of this review. Neither the appraisal nor review was based upon any Extraordinary Assumptions or Hypothetical Conditions.

The nature and extent of this review included a desk and field review 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, it does necessitate the reviewer 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.

SUBJECT DESCRIPTION

The subject has an address of 9759 Lake Douglas Place, with a legal description of Lot 89, Arbor Club, as recorded in Plat Book 17, Page 100 of the public records of Orange County, Florida. The property is improved with an existing 2,363 square foot masonry and frame single family residence, which was constructed in 1990. Amenities include a two car garage and a screened, in ground pool. The residence has an actual age of 26 years, but has been well maintained and has an estimated effective age of only 15 years, with an estimated remaining economic life of 40 years. The parent tract contains 23,411 square feet of gross land area, of which 3,373 square feet are submerged within Lake Douglas. The net usable land area contains 20,038 square feet of land area. The property is situated at the northeast corner of the intersection of North Econlockhatchee Trail and Lake Douglas Place. An electrically gated concrete driveway affords access to the residence from Lake Douglas Place. An Orange County sewage lift station is located near the southwest corner of the property, within an existing utility easement. A subdivision entry feature wall is also located on the property.

The subject is zoned R-1A, Single Family Dwelling District, and has a FLU designation of Low Density Residential. The existing use is consistent with the zoning. The majority of the subject site was not located within a flood zone. Obviously, the submerged lands, along with a small portion of the lot along the lake frontage are located within Flood Zone A. Mr. Lobban did not identify any adverse drainage or environmental conditions. Central water, sewer, electric and telephone are available. The subject has a 2,171 SF easement along the western boundary, where the existing pump station is situated. The easement was considered to have no negative influence on the site's utility or marketability. The proposed fee simple acquisition is located within this easement.

The Highest and Best Use analysis considers the four components thereof. Mr. Lobban concludes that the subject's highest and best use, as if vacant and available for development, is for residential use. Mr. Lobban also analyzed the improvements and determined the highest and best use is for their continued use. 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 accepted appraisal practice. The report employs the Sales Comparison Approach to value the land. The Income and Cost Approaches were appropriately determined to be not applicable since the building improvements were not part of the valuation assignment.

VALUATION

Mr. Lobban has included three comparable sales to value the land and has correlated to a value conclusion within the range indicated by the sales. The comparable sales indicated an unadjusted range of \$4.64 to \$5.44 psf. Mr. Lobban provided a quantitative analysis of the sale data. Adjustments were applied for factors including location, shape, corner influence, and retention. After adjustments, the range narrowed to \$5.10 to \$5.37 psf.

Mr. Lobban concluded to a unit value of \$5.25 psf. This equates to a market value for the subject's land of \$105,200 ($\$5.25/\text{sf} \times 20,038 \text{ sf}$).

PART ACQUIRED

Parcel 101 is a Fee Simple acquisition located at the southwestern corner of the subject (along Econlockhatchee Trail). The proposed acquisition is within the utilities easement and includes the existing pump station land. The acquisition will allow for improvement of the existing pump station infrastructure. Minor site improvements are affected by the acquisition requiring compensation, including irrigation, landscaping, palm tree, and 20 large bushes. The value (rounded) of the acquisition is as follows:

Parcel 101	Land:	\$4,000
	Improvements:	\$4,300
	Cost To Cure	\$ 800
	Total:	\$9,100

DAMAGES &/OR COST TO CURE

The remainder contains 19,279 sf. The utility of the remainder is similar to the before condition. The reduction in size due to the acquisition does not adversely affect the overall unit value of the site. As such, the unit value of the land remains \$5.25 psf.

The acquisition severs the irrigation system, which needs to be reestablished to ensure adequate irrigation to the remainder property. A minor cost to cure is necessary. The contributory value of the improvements acquired was subtracted from the cost to reestablish the irrigation system. An allowance for surveying the new right of way and a contingency allowance have also been

considered within the cost to cure compensation. The Net Cost to Cure is \$800.

CONCLUSIONS

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

Compensation is allocated as follows:

Land	\$ 4,000
Improvements	\$ 4,300
Damages	\$ N/A
Cost to Cure	\$ 800
TOTAL	\$ 9,100

RKB



Diversified Property Specialists, Inc.
Real Estate Appraisers and Consultants
1705 S. Washington Avenue
Titusville, FL 32780

Robert K. Babcock, MAI
Manager, Acquisition and Valuation
Real Estate Management Division
400 East South Street, Fifth Floor
Orlando, Florida 32802-1393

May 9, 2016

RE:	Parcel:	Parcel 101 (PID No. 07-22-31-0187-00-890)
	Project Name:	Pump Station No. 3895 (Arbor Ridge West Unit 7)
	County:	Orange
	DPS Contract No.:	Y11-151E-GJ
	DPS P.O. No.:	M78379

Dear Mr. Babcock:

Pursuant to my contract, I am submitting an appraisal report in narrative format for the above reference acquisition with an effective date as of April 28, 2016, which coincides with the last date of inspection.

This report is based upon my personal inspection of the subject property. This appraisal complies with the ***Florida Department of Transportation Right-of-Way Manual Section 6.2*** of the Supplemental Standards of Appraisal and the ***Uniform Standards of Professional Appraisal Practice (USPAP)*** as promulgated by the Appraisal Standards Board of the Appraisal Foundation and referenced in ***Section 475.628, Florida Statutes (F.S.)***.

If you or others should have any questions concerning this appraisal, please do not hesitate to contact me.

Respectfully submitted,

C. Lee Lobban, MAI
State-Certified General Real Estate Appraiser, RZ1844

RECEIVED

JUN 7 3 2016

Real Estate Division

**ORANGE COUNTY
CERTIFICATION OF VALUATION**

PROJECT: Pump Station No. 3895 (Arbor Ridge West Unit 7)

PARCEL: 101

I hereby certify:

That I have personally inspected the property herein appraised and that I have afforded the property owner the opportunity to accompany us at the time of inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That the purpose of this appraisal is to develop and report and opinion of the fair-market value of the property and/or property rights to be acquired.

That I understand that such appraisal is to be used in connection with the acquisition of real property by Orange County.

That I have not provided any appraisal-related services or any other services involving this property within the three-year period immediately preceding acceptance of this assignment.

That such appraisal has been made in conformity with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consist of items, which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report were in any way contingent upon the values reported herein.

That I have no direct or indirect, present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the results of such appraisal to other than the proper officials of Orange County and will not do so until authorized by same or until required by due process of law, or until released from this obligation by having publicly testified as to such results.

That my opinion of the current market value of the property appraised as of the 28th day of April, 2016, is \$9,100 based upon my independent appraisal and the exercise of my professional judgment.

Statements supplemental to this certification as required by membership in the Appraisal Institute are described on an addendum to this certificate and, by reference, are made a part hereof.

That my opinion of market value may be allocated as follows:

Land Area: 759 Square Feet (Fee Acquisition)

Land	\$ <u>4,300</u>
Improvements	\$ <u>4,000</u>
Damages and/or Cost-To-Cure	\$ <u>800</u>
TOTAL	\$ <u>9,100</u>



May 9, 2016

C. Lee Lobban, MAI

Date

State Certified General Real Estate Appraiser, RZ1844

Project: Pump Station 3895
Limits: (Arbor Ridge West Unit 7)
Parcel: 101

N/A_ Pre-Condernnation
N/A_ Post-Condernnation

SETTLEMENT ANALYSIS

County's Appraised Value

Land: 759 S.F. \$4,000

Improvements:
(Grass, 1 palm tree, mature bushes, irrigation and pump station) \$4,300

Cost-to-Cure:
Reconfigure the irrigation \$ 800

Total Appraisal Value **\$9,100**

Owner's Offer


Parcel	\$21,500	
Appraiser's Fees	\$-0-	
Attorney's Fees	\$-0-	
Total: Owner's Offer		<u>\$21,500</u>

Recommended Settlement Amount **\$14,500**

EXPLANATION OF RECOMMENDED SETTLEMENT

The County has an existing utility easement for the pump station but wants to expand and upgrade the station and own it in fee simple. An offer of \$9,100 was made to the owner which represents the appraised value. The owner requested \$12,500 which I agreed to. A contract was delivered to the owner for this amount. Shortly after this, the owner hired an attorney to review the contract and who requested \$21,500 for the parcel. I rejected this counter offer as the property is already encumbered by the County utility easement and is appraised at \$9,100. After one week the owner contacted me and asked to meet on site to discuss the details of the offer and project construction. After discussion with the owner, Utility Services Manager, Engineer and Facilities Foreman, the owner agreed to \$14,500. I recommend and request approval of \$14,500.

Project: Pump Station 3895
Limits: (Arbor Ridge West Unit 7)
Parcel: 101

Recommended by  Date 3/24/17
Russell L. Corriveau, Senior Acquisition Agent, Real Estate Management Division

Approved by  Date 3-24-17
Mary Ann Keller, Assistant Manager, Real Estate Management Division

Approved for
Submittal to
The Board
of County
Commissioners by  Date 3-24-17
Ann Caswell, Manager, Real Estate Management Division