



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: January 9, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager
Real Estate Management Division

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

**CONTACT
PERSON:** Ann Caswell, Manager

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

**ACTION
REQUESTED:** APPROVAL OF CONTRACT FOR SALE AND PURCHASE AND
WARRANTY DEED FROM THE ESTATE OF MARY E.
DILLINGHAM TO ORANGE COUNTY AND AUTHORIZATION TO
DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING
COSTS AND PERFORM ALL ACTIONS NECESSARY AND
INCIDENTAL TO CLOSING

PROJECT: Elba Way

District 2

PURPOSE: To provide for access, construction, operation and maintenance of
drainage improvements.

ITEMS: Contract for Sale and Purchase (Parcel 101)

Warranty Deed (Instrument 101.1)
Cost: \$20,000
Size: 14,713 Square Feet

BUDGET: Account No.: 1023-072-2753-6110

FUNDS: \$20,811.78 Payable to First American Title Insurance Company
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
Stormwater Management Division
Risk Management Division

REMARKS: 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

XX Under BCC Approval

Under Ordinance Approval

Date: December 22, 2016

Amount: \$20,811.78

Project: Elba Way

Parcel: 101

Charge to Account#: 1023-072-2753-6330 ⁶¹¹⁰

Approvals:

Controlling Agency Approval

Fiscal Approval

TYPE TRANSACTION (Check appropriate block{s})

Pre-Condernnation Post-Condernnation XX N/A District # 3

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

Name:

First American Title Insurance Company

\$ 20,000.00 Purchase Price

\$ 811.78 Closing Costs

\$ 20,811.78 Total

DOCUMENTATION ATTACHED (Check appropriate block{s})

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

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

WIRE TRANSFER INSTRUCTIONS ATTACHED

Recommended by Roger A. Wright, Acquisition Agent

12/27/16
 Date

Payment Approved Ann Caswell, Manager

1-6-17
 Date

Under Ordinance Approved by Manager, Real Estate Management Division

Date

Certified Kate Smith, Deputy Clerk to the Board
 Approved by BCC

JAN 24 2017
 Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Close Date: not yet determined

APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
JAN 24 2017

REQUEST FOR FUNDS FOR LAND ACQUISITION

XX

Under BCC Approval

Under Ordinance Approval

Date: December 22, 2016

Amount: \$20,811.78

Project: Elba Way

Parcel: 101

Charge to Account#: 1023-072-2753-6350

Approvals: Michael J. Finkle
Controlling Agency Approval

Pete Davis 1-9-17
Fiscal Approval

TYPE TRANSACTION (Check appropriate block{s})

XX Pre-Condemnation XX Post-Condemnation XX N/A District # 3

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

DOCUMENTATION ATTACHED (Check appropriate block{s})

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

Name:

First American Title Insurance Company

\$ 20,000.00 Purchase Price

\$ 811.78 Closing Costs

\$ 20,811.78 Total

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

WIRE TRANSFER INSTRUCTIONS ATTACHED

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

12/27/16
Date

Payment Approved: Ann Caswell
Ann Caswell, Manager

1-6-17
Date

Under Ordinance Approved by: Manager, Real Estate Management Division

Date

Certified Approved by BCC: Deputy Clerk to the Board

Date

Examined/Approved: Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Close Date: not yet determined

JAN 24 2017

Prepared by:

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

Return to: Grantee

File No.: 2021-3702072

Project: Elba Way
Parcel: 101

WARRANTY DEED

This indenture made on 10/24/17 A.D., by

Charles Craig Dillingham, individually and as Trustee of the Mary E. Dillingham Trust, agreement dated June 19, 2001, as restated on December 10, 2003

whose address is: 50 West Highbanks Road, Debary, FL 32713

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:

Lot 5, Block M, RIVERSIDE ACRES THIRD ADDITION, according to the plat thereof as recorded in Plat Book V, Page 35, Public Records of Orange County, Florida.

Parcel Identification Number: 28-21-29-7472-13050

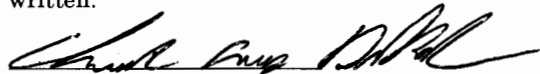
Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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

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

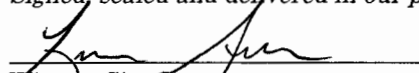
AGENT 8 BCC
RETURN TO REAL ESTATE
MANAGEMENT DIVISION

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

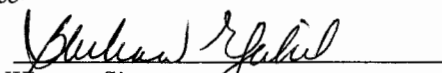


Charles Craig Dillingham, individually and
as Trustee of the Mary E. Dillingham Trust,
agreement dated June 19, 2001,
as restated on December 10, 2003

Signed, sealed and delivered in our presence:


Witness Signature

Print Name: Lynette Smith


Witness Signature

Print Name: Barbara Eichel

State of FL

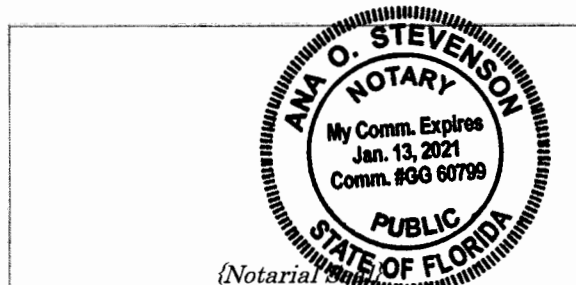
County of Volusia

The Foregoing Instrument Was Acknowledged before me on 10-17-17, by Charles Craig Dillingham, individually and as Trustee of the Mary E. Dillingham Trust, agreement dated June 19, 2001, as restated on December 10, 2003 who is/are personally known to me or who has/have produced a valid driver's license as identification.


Notary Public

(Printed Name)

My Commission expires: _____



{Notarial Seal}

Project: Elba Way
Parcel: 101

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JAN 24 2017

CONTRACT FOR SALE AND PURCHASE

COUNTY OF ORANGE
STATE OF FLORIDA

THIS CONTRACT, made between the Estate of Mary E. Dillingham, 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 below for the above referenced project and SELLER agrees to furnish said land for such purpose.

Lot 5, Block "M", RIVERSIDE ACRES, THIRD ADDITION, according to the Plat thereof as recorded in Plat Book "V", Page 35, of the Public Records of Orange County, Florida

Property Appraiser's Parcel Identification Numbers:

28-21-29-7472-13-050

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 Twenty Thousand Dollars (\$20,000.00).
2. This transaction shall be closed and the deed and other closing papers delivered on or before ninety (90) days from the effective date of this CONTRACT. Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801, or at a Title Company designated by the BUYER.
3. SELLER agrees that prior to closing, BUYER shall have the right to make such surveys, topographical surveys, 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.

Project: Elba Way
Parcel: 101

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.
- 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.
- D. Survey 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. SELLER will surrender possession of the property at time of closing.
- D. The Due Diligence Contingency, attached hereto as Exhibit "A", 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. 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.
- G. Title Commitment: 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 fifteen (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.

- I. 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: Elba Way
Parcel: 101

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

SELLER

Estate of Mary E. Dillingham

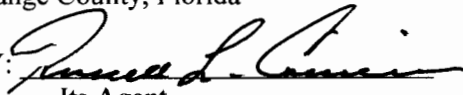

Charles Craig Dillingham

Post Office Address
50 West Highbanks Road
DeBary, Florida 32713

Date: 12/11/16

BUYER

Orange County, Florida

BY: 
Its Agent

Russell L. Corriveau
Printed Name

Date: 1/6/17

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

EXHIBIT "A"

DUE DILIGENCE CONTINGENCY

I. Orange County may obtain a report ("Environmental Survey") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "Consultants"), within ninety (90) days from contract effective date. Such Environmental Survey may include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions").

- (i) contamination of the "Property" (which term shall hereinafter be deemed to include any buildings or structures located thereon) by hazardous materials;**
- (ii) apparent violation of environmental requirements upon or associated with activities upon the Property;**
- (iii) the presence of any endangered or threatened species or plant life on the Property;**
- (iv) whether the Property has any historical or archeological significance;**
- (v) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property**

The Environmental Survey may include, without limitation, the results of:

- (a) a site inspection;**
- (b) interviews of present occupants of the Property;**
- (c) a review of public records concerning the Property and other properties in the vicinity of the Property;**
- (d) a review of aerial photographs of the Property and other evidence of historic land uses;**
- (e) soil and/or ground water testing and/or analysis;**
- (f) asbestos testing and/or analysis;**
- (g) testing and/or analysis of any other apparently applicable environmental hazard or condition;**
- (h) building inspection**

The Environmental Survey shall include, (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Seller which do not impede the performance of the Environmental Survey. The consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

III. SELLER will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for SELLER, or furnished to SELLER, or its agents, or consultants, and SELLER will make available to the Consultants any persons known to have knowledge of such matters. Orange County shall hold the Environmental Survey and any written materials furnished to it by SELLER confidential except as required by law.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the property which Orange County deems to require further evaluation, then, this purchase agreement is automatically extended an additional ninety (90) days for further testing. If the environmental survey or testing results are unacceptable to Orange County, then, this purchase agreement shall be terminated upon notice to SELLER of such unacceptability with no party to this purchase agreement having any further liability to any other.

ORANGE COUNTY REAL ESTATE MANAGEMENT DIVISION
REVIEW APPRAISER'S STATEMENT

PARCEL	PROJECT	LIMITS	PROPERTY OWNER	CIP
101	Elba Way - Wekiva Canal Project	8819 Elba Way	Dillingham, Mary	N/A

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no 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	R. MacMillan			
DATE OF REPORT	7/12/2016			
PURPOSE*	A			
PROPERTY TYPE	Vacant Residential Lot			
ACQUISITION SIZE:	0.34 Ac			
APPRAISAL DOV	7/9/2016			
APPRAISAL TOTAL:	\$30,000			
LAND	\$30,000			
IMPROVEMENTS	\$0			
COST TO CURE	N/A			
DAMAGES	N/A			
REVIEWER	C. Langton			

*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: \$ 30,000

ALLOCATION:

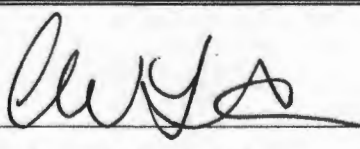
LAND \$ 30,000

IMPROVEMENTS \$ 0

DAMAGES &/or COST TO CURE \$ 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: Christopher W. Langton
State-Certified General Real Estate Appraiser RZ3396
Review Report Date: 7/28/2016
Ann Caswell, Manager

REVIEW APPRAISER'S STATEMENT

Parcel No.: Elba Way Purchase

Page No.: 2

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

ASSIGNMENT PARAMETERS

This review was conducted by Christopher W. Langton, State-Certified General Real Estate Appraiser RZ3396, Senior Real Estate Review Appraiser, employed by the Orange County Real Estate Management Division. This review was conducted within the scope of employment for a government agency.

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 potential voluntary acquisition of the subject. The subject property is not under threat of condemnation.

The appraisal was prepared by Richard MacMillan, MAI, State-Certified General Real Estate Appraiser RZ353, an employee of The Appraisal Group of Central Florida. John MacMillan, State-Certified Residential Real Estate Appraiser RD3859, co-signed the appraisal and is also an employee of The Appraisal Group of Central Florida.

The report under review is an appraisal to estimate the market value for the subject. The real property interest appraised is the fee simple interest. The report type reviewed is an Appraisal Report, as defined by USPAP 2-2(a). The format is appropriate for the analysis and scope of work. The effective date of the opinion in the report being reviewed is July 9, 2016. The appraisal review is based upon the Extraordinary Assumption that there are no adverse impacts to the subject relating to any unstable ground conditions. There are no Hypothetical Conditions affecting this assignment.

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

SUBJECT DESCRIPTION

The subject is a vacant residential lot located at 8819 Elba Way, Orlando, FL 32810. The subject is owned by Mary E. Dillingham and is identified with Tax ID 28-21-29-7472-13-050. The site was previously improved with a single family residence that has since been razed, resulting in the current vacant condition. The subject has 123'± of frontage along the east side of Elba Way and extends a depth of 120'±, totaling 0.34 acre. The subject is located along the south side of Wekiva Canal. The subject is zoned R-1 and has a FLU designation of Low Density Residential. The lot characteristics are typical for the neighborhood.

The Highest and Best Use analysis considers the four components thereof. The appraisal report concludes that the subject, as vacant, has a highest and best use of single family residential development. The highest and best use, as improved, was not applicable. The analysis and development of the highest

REVIEW APPRAISER'S STATEMENT

Parcel No.: Elba Way Purchase

Page No.: 3

and best use are appropriate and reasonable. The methodology is consistent with and in conformance with standard appraisal practice.

VALUATION

The report employs the Sales Comparison Approach to value the subject, as vacant. The Income and Cost Approaches were appropriately determined to be not applicable.

The appraisal report included three comparable sales to value the subject and has correlated to a value indication within the value range of the sales. Each of the sales occurred in 2016 and shared the same highest and best use as the subject. The comparable sales indicated a range of \$20,999 to \$30,000. Sale 1 (\$20,999) and Sale 2 (\$30,000) were located within the subject's immediate neighborhood; however, Sale 2 also had canal frontage and previously razed improvements, similar to the subject. This sale was accorded most weight. Sale 3 (\$29,500) provided secondary support to the analysis. Mr. MacMillan concluded to market value of \$30,000.

CONCLUSIONS

The data, appraisal methods and techniques, analyses, opinions, conclusions and adjustments within the appraisal 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 conclusion estimated in the appraisal is reasonable given the data and analyses presented. This report is approved as meeting the current Uniform Standards of Professional Appraisal Practice and Orange County procedures.

CWL

Project: Elba Way
Parcel: 101

SETTLEMENT ANALYSIS

County's Appraised Value

<u>Land:</u> 14,713 Square Feet	\$30,000
<u>Damages:</u>	\$ -0-
<u>Cost To Cure:</u>	\$ -0-
<u>Improvements:</u>	\$ -0-

Total Appraisal Value **\$30,000**

Owner's Offer **\$ 20,000**
Parcel 101

Total Owner's Offer **\$20,000**

Recommended Settlement Amount: **\$20,000**

EXPLANATION OF RECOMMENDED SETTLEMENT

The Appraisal Value of subject land is \$30,000. The Owner offered to sell to County for \$20,000.

I recommend approval of this purchase under appraised value.

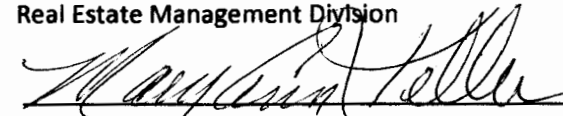
Recommended by:



Roger A. Wright, Acquisition Agent
Real Estate Management Division

Date: 12/28/16

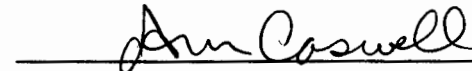
Approved by:



Mary A. Keller, Assistant Manager
Real Estate Management Division

Date: 12-28-16

Approved by:



Ann Caswell, Manager
Real Estate Management Division

Date: 1-6-17