





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: December 15, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager 
Real Estate Management Division

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

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: APPROVAL OF PURCHASE AGREEMENT AND APPROVAL AND EXECUTION OF TEMPORARY EASEMENT AGREEMENT BETWEEN ELF HILL PROPERTIES LLC AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND RECORDING FEES AND RECORD INSTRUMENT

PROJECT: Fire Station #20 – Groundwater Remediation

District 2

PURPOSE: To provide for continued access to perform ongoing remediation activities in accordance with Florida Department of Environmental Protection requirements.

ITEMS: Purchase Agreement (Parcel 705)

Temporary Easement Agreement (Instrument 705.1D)
Cost: \$3,000
Size: 25,299 square feet
Term: Until December 31, 2020

BUDGET: Account No.: 1009-034-0772-6110

FUNDS: \$3,000 Payable to Elf Hill Properties LLC
(purchase price)

\$44 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
Risk Management Division

REMARKS: On March 24, 2015, the Board of County Commissioners approved a Temporary Easement Agreement for groundwater remediation. Approval of this Temporary Easement Agreement will allow the County to continue remediation activities on the property.

Grantor to pay documentary stamp tax.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: December 12, 2017 Project: Fire Station #20- Groundwater Remediation Parcel: 705

Total Amount: \$3,044.00

Charge to Account #1009-034-0772-6110

Engineering Approval	Date
<i>Next page</i>	
Fiscal Approval	Date

TYPE TRANSACTION (Check appropriate block{s})
Pre-Condemnation Post-Condemnation X Not Applicable District # 2

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

Elf Hill Properties LLC
P.O. Box 2109,
St. Petersburg, Florida 33731
TIN#47-3295687
\$3,000.00 (Purchase Price)

DOCUMENTATION ATTACHED (Check appropriate block{s})

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

Orange County Comptroller
\$44.00 (Recording Fee)

Payable to Elf Hill Properties LLC (\$3,000.00) (Purchase Price)

Payable to Orange County Comptroller (\$44.00) (Recording Fee)

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.

12/14/17
Date

Recommended by Robert K. Babcock
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt.

12/14/17
Date

Approved by Paul Sladek
Paul Sladek, Manager, Real Estate Management Division

12/14/17
Date

Certified Craig A. Stopyna
Approved by BCC for Deputy Clerk to the Board

JAN 09 2018
Date

Examined/Approved _____
Comptroller/Government Grants

CHECK No. / Date

REMARKS: The parcel will close within 10 days of the Check availability upon approval. Please Contact Acquisition Agent @6-7074 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JAN 09 2018

REQUEST FOR FUNDS FOR LAND ACQUISITION

☒ Under BCC Approval

☐ Under Ordinance Approval

Date: December 12, 2017 Project: Fire Station #20- Groundwater Remediation Parcel: 705

Total Amount: \$3,044.00

Charge to Account #1009-034-0772-6110

Engineering Approval

Date

Fiscal Approval

Date

TYPE TRANSACTION

(Check appropriate block(s))

☐ Pre-Condemnation ☐ Post-Condemnation ☒ Not Applicable District # 2

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

DOCUMENTATION ATTACHED (Check appropriate block(s))

- ☒ Agreement
- ☒ Copy of Executed Instruments
- ☐ Certificate of Value
- ☒ Settlement Analysis

Elf Hill Properties LLC
P.O. Box 2109,
St. Petersburg, Florida 33731
TIN#47-3295687
\$3,000.00 (Purchase Price)

Orange County Comptroller
\$44.00 (Recording Fee)

Payable to Elf Hill Properties LLC (\$3,000.00) (Purchase Price)

Payable to Orange County Comptroller (\$44.00) (Recording Fee)

*****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

12/14/17

Recommended by Robert K. Babcock
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt.

Date

12/14/17

Approved by Paul Sladek
Paul Sladek, Manager, Real Estate Management Division

Date

12/14/17

Certified
Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved
Comptroller/Government Grants

CHECK No. / Date

REMARKS: The parcel will close within 10 days of the Check availability upon approval. Please Contact Acquisition Agent @6-7074 if there are any questions.

Anthony Rios
Anthony Rios, Division Chief
Orange County Fire Rescue
Infrastructure & Asset Management Division

Project: Fire Station #20 – Groundwater Remediation
Parcel: 705

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JAN 09 2018

PURCHASE AGREEMENT

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS AGREEMENT made between Elf Hill Properties LLC, a Florida limited liability company hereinafter referred to as SELLER, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as BUYER.

WITNESSETH:

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

Property Appraiser's Parcel Identification Number:
22-20-27-8600-00-220

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 execute a Temporary Easement Agreement for a period of 3 years on Parcel 705.1D for the sum of Three Thousand Dollars; \$3,000.00.
2. SELLER agrees to pay documentary stamp tax prior to receipt of proceeds, by separate check payable to the Orange County Comptroller.
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: Fire Station #20 – Groundwater Remediation
Parcel: 705

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 dates written below.

SELLER

Elf Hill Properties LLC, a Florida limited liability company

BY: Robert F. Macchi

ROBERT F. MACCHIONE

Printed Name

P.O. Box 2109
St. Petersburg, Florida, 33731

DATE: 11/24/17

BUYER

Orange County, Florida

BY: Russell Corriveau
Russell Corriveau, Its Agent

DATE: 12/15/17

mh 11/9/17

Project: Fire Station #20 – Groundwater Remediation
Parcel: 705

EXHIBIT "A"

Tax ID #22-20-27-8600-00-220

Lots 22, 23 and 24, Teeple's Addition, according to the plat thereof, as recorded in Plat Book R, page 10, Public Records of Orange County, Florida.

Parcel: 705.1D
Project: Fire Station #20 – Groundwater Remediation

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT is made and entered by Elf Hill Properties LLC, a Florida limited liability company, whose address is P.O. Box 2109, St. Petersburg, Florida, 33731, ("Grantor"), and Orange County, Florida, a charter county and political subdivision of the State of Florida ("Grantee"), whose address is 201 S. Rosalind Avenue, 5th Floor, Orlando, Florida 32801.

RECITALS:

WHEREAS, Grantor owns in fee simple certain real property located in Orange County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantee desires temporary surface and subsurface easement rights to the Property (also called herein the "Easement Area") for the purpose of undertaking subsurface environmental remediation; and

WHEREAS, in order to permit Grantee to achieve the purposes stated herein, Grantor desires to grant to Grantee easements in the Property under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of \$3,000.00, the mutual covenants, restrictions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby declare and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Subsurface and Surface Easements.** Grantor hereby grants, bargains, sells and conveys to Grantee temporary easements on, over, upon, and underneath the Property for the following purposes and none other: to allow Grantee, its employees, agents, and contractors acting at the express direction of the County, (a) to perform remediation activities in accordance with Florida Department of Environmental Protection (FDEP) requirements, and to maintain, repair or replace drilling and remediation equipment, all as Grantee deems necessary; and (b) to access the Property, including ingress and egress, at all reasonable hours and exclusive of any buildings or structures thereon, to direct and monitor remediation activities and progress as Grantee deems necessary, per approved Remedial Action Plan and associated modifications.

Parcel: 705.1D

Project: Fire Station #20 -- Groundwater Remediation

3. Restoration. In the event Grantee disturbs any portion of the Property or the structures thereon through the exercise of these easements, Grantee shall promptly restore such Property or structure to the condition it was in immediately prior to the disturbance.

4. Subsurface Equipment. Grantor understands and agrees that at the termination of this Easement Agreement, subsurface pipes may, at Grantee's discretion, be filled, grouted and abandoned in place in accordance with applicable law and regulation and that thereafter Grantor shall be the sole owner of said equipment.

5. Indemnification. Grantee shall indemnify and hold harmless Grantor to the extent provided in Section 768.28, Florida Statutes (2016), as it may be amended from time to time, from and against all claims, damages, losses, liabilities and expenses (including reasonable costs, expenses, attorneys' and paralegals' fees) arising out of Grantee's negligence associated with the use of the Easement.

6. Title and Other Matters. Grantor grants and conveys, and Grantee accepts, these Easements subject to such easements, covenants, conditions, restrictions, encumbrances and other matters that may affect the title to Property (collectively, "Title Matters"). Grantor also grants and conveys, and Grantee accepts, these Easements subject to all zoning, land use, and other requirements and restrictions of governmental authorities (collectively, "Zoning Matters") that may affect or apply to the Property or to the use of the Property. Grantee shall comply with and perform all restrictions and requirements of the Title Matters and Zoning Matters. Without limiting the foregoing, Grantee shall hold Grantor harmless with respect to any claims or assertions that these Easements violates the terms of any other easement affecting the Property or the rights of the holder of such other easement.

7. Permits and Approvals. Grantee represents and warrants that Grantee has obtained or will obtain all permits and consents that may be required or prudent to be obtained in connection with the work to be performed by Grantee. Grantee covenants and agrees that the Easement Area will be used, and the construction work will be performed and completed, in compliance with all applicable laws, statutes, ordinances, and governmental rules, regulations, and requirements now in force or that may become in force.

8. Parties. All rights and obligations arising hereunder are appurtenances and covenants running with the Property, and shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

9. Severability. If any provision of this Easement Agreement, or the application thereof to any person or circumstances, shall be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement, or the application of such provisions to any other person or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration of this Easement Agreement; and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Term. This Easement Agreement and the easements hereby granted shall automatically expire on December 31, 2020, without further action or documentation required of Grantor or Grantee. In the event Grantee would like an extension of the term of this Easement Agreement, Grantee should contact Grantor in writing no later than December 1, 2020 to negotiate the extension.

Parcel: 705.1D
Project: Fire Station #20 – Groundwater Remediation

IN WITNESS WHEREOF, the Parties have hereunto executed this Easement Agreement as of the day and year indicated below.

WITNESSES:

[Signature]
Print Name: Dan Spavin

[Signature]
Print Name: Patrick Macchione

Grantor

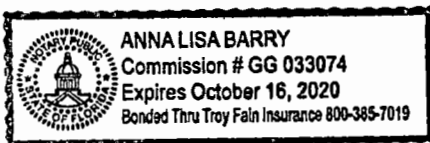
Elf Hill Properties LLC, a Florida
limited liability company

BY: [Signature]
ROBERT F. MACCHIONE
Printed Name
MANAGER
Title

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29 day of NOV,
2017, ROBERT MACCHIONE, as MANAGER of Elf Hill
Properties LLC, a Florida limited liability company, as Grantor of the above-referenced Property, who ☒
is personally known to me or ☒ has produced _____ as identification and
did/did not (circle one) take an oath.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida
Name: ANNA LISA BARRY
Notary Commission No.: GG 033074
My Commission Expires: 16 OCT 2020

Parcel: 705.1D
Project: Fire Station #20 – Groundwater Remediation

COUNTY

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor
DATE: 1.9.18

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

BY: *Katie Smith*
Deputy Clerk

Printed Name: Katie Smith



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

S:\Forms & Master Docs\Project Document Files\1_Misc. Documents\Firestation #20 Groundwater Remediation 705.1D 11/9/17 mh
Revised 11-20-17srh

Parcel: 705.1D

Project: Fire Station #20 – Groundwater Remediation

EXHIBIT “A”

Tax ID #22-20-27-8600-00-220

Lots 22, 23 and 24, Teeple’s Addition, according to the plat thereof, as recorded in Plat Book R, page 10, Public Records of Orange County, Florida.

Project: Fire Station #20 – Groundwater Remediation
Parcel: 705

SETTLEMENT ANALYSIS

No Pre-Condensation
Yes Not Under Threat

County's Offer

Land: 25,299 square feet	\$3,000.00
Improvements: N/A	\$ 0
Cost-to-Cure: N/A	\$ 0
Other Damages: N/A	<u>\$ 0</u>

Total Offer (No Appraisal was performed) \$ 0

Owner's Requested Amount—After Negotiations

Owner's Counter Offer (Global): \$ 3,000.00

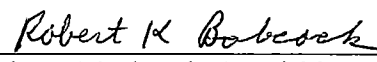
Total Owner's Requested Amount—After Negotiations: \$3,000.00

Recommended Settlement Amount \$3,000.00

EXPLANATION OF RECOMMENDED SETTLEMENT

Grantor has agreed to extend a temporary easement for three years over, upon, and underneath its property to allow County staff or its designated consultant to perform on-going remediation testing in accordance with Florida Department of Environmental Protection (FDEP) requirements. Previous easements for this property were approved in 2004, 2008, and 2011 with the last one being approved on March 24, 2015. No appraisal was obtained. The amount of \$3,000 (which is \$1000 per year) is considered reasonable and is consistent with historical amounts paid for access to the property in prior years. The last renewal was actually at a slightly higher per year rate at \$4,000 per year, for a little over two years. At this time I recommend and approve settlement in the amount of \$3,000.00.

Recommended by:  Date: 12/14/17
Russell L. Corriveau, Senior Acquisition Agent, Real Estate Mgmt. Division

Recommended by:  Date: 12/14/17
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by:  Date: 12/14/17
Paul Sladek, Manager, Real Estate Mgmt. Division

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ELF HILL PROPERTIES, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) P.O. BOX 2109	Requester's name and address (optional)
	6 City, state, and ZIP code ST PETERSBURG, FL 33731	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	7	-	3	2	9	5	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Robert Meachin	Date ▶ 11/24/17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.