



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 16 2015 *NP/BS*

REAL ESTATE MANAGEMENT ITEM 7

DATE: May 29, 2015

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF CONTRACT FOR SALE AND PURCHASE SUBJECT TO AN APPRAISAL THAT SUPPORTS THE PURCHASE PRICE AND WARRANTY DEED FROM MAINSTREET COMMUNITY BANK OF FLORIDA TO ORANGE COUNTY, AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Long Lake Pump Station
District 2

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

ITEMS: Contract for Sale and Purchase (Parcel 101)
Warranty Deed (Instrument 101.1)
Cost: \$200,000.00
Size: 22.3 acres

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

FUNDS: \$201,771.78 Payable to First American Title Insurance Company
(includes purchase price and closing costs)

APPROVALS: Real Estate Management Division
Public Works Department
Risk Management Division

REMARKS: This acquisition will provide the Public Works Department with property needed for expansion of the stormwater pump station located at 6216 Beggs Road. The owner provided the County a copy of their appraisal dated April 23, 2015, which reflects the value of the property at \$200,000.00. The County is in the process of obtaining its own appraisal in order to confirm that the value of the property supports the purchase price.

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.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 16 2015 NPI/BS

Project: Long Lake Pump Station
Parcel: 101

CONTRACT FOR SALE AND PURCHASE

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS CONTRACT, made between Mainstreet Community Bank of Florida, 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 SELLER agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Number:

31-21-29-0000-00-005

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 Two Hundred Thousand Dollars (\$200,000.00), subject to an appraisal report obtained and approved by the BUYER that supports the purchase price herein.
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: Long Lake Pump Station
Parcel: 101

4. Expenses:
 - A. All taxes to the date of closing shall be paid by SELLER at closing.
 - 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 "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. BUYER shall have ninety (90) 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 fifteen (15) days following the Effective Date of this CONTRACT (the date the CONTRACT is approved by the Board of County Commissioners and/or the Manager/Assistant Manager of Orange County Real Estate Management Division), BUYER may, at its sole cost and expense, obtain a current



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Parcel: 101

commitment for title insurance (ALTA form B, 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 ten (10) 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 10-day period so provided, BUYER shall either (a) elect to terminate this CONTRACT on account thereof, (b) 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 (c) 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.

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 promulgated by the Florida Board of Professional Land Surveyors, Chapter 61G17-6, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/ACSM Land Title Survey Standards. Upon BUYER's and SELLER'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 shall 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.



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

Mainstreet Community Bank of Florida, Seller

230 N. WOODLAND BLVD. DELAND, FL. 32720
Post Office Address

BY: [Signature]
ROBERT BARNES
Printed Name

DATE: MAY 12, 2015

(Corporate Seal)

Orange County, Florida, Buyer

BY: [Signature]
Russell L. Corriveau, Its Agent

DATE: May 27, 2015

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

[Signature]

EXHIBIT "A"

LEGAL DESCRIPTION

The Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 (less the East 225 feet thereof); The Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 (less the East 225 feet thereof) and the East 100 feet of the North 1050 feet of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 all being in section 31, Township 21 South, Range 29 East.

AND subject to right-of-way down the East side of the Northwest 1/4 of the Northwest 1/4 of section 31, Township 21 South, Range 29 East, which shall curve Westerly sufficient to allow passage around muck pond at any season.

Less the following described property: All that part of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 and the East 100 feet of the West 1/2 of Northwest 1/4 of Northwest 1/4 of Section 31, Township 21 South, Range 29 East, lying within 30 feet right and left of the following:

Commencing at the Northwest corner of said Section 31; run thence Easterly along the section line 481.67 feet to the P.C. of a curve, thence along the curve to the left having a central angle of 22 degrees 25 minutes 00 seconds, a radius of 411.52 feet, an arc distance of 160.50 feet to the P.T., thence North 67 degrees 35 minutes 00 seconds East 326.23 feet to the P.C. of a curve, thence along the curve to the right having a central angle of 56 degrees 12 minutes 00 seconds, a radius of 306.84 feet, an arc distance of 299.47 feet to the P.T., thence South 56 degrees 13 minutes 00 seconds East 113.65 feet to the P.C. of a curve, thence along the curve to the left having a central angle of 35 degrees 47 minutes 00 seconds, a radius of 377.02 feet, an arc distance of 221.77 feet to the P.T., run thence East along the section line 730.07 feet to a point on the center line of the old U.S. Highway 441, said point being the end of this description.



EXHIBIT "B"

ENVIRONMENTAL 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.



REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: May 13, 2015 Project: Long Lake Pump Station

Parcels: 101__

Total Amount: \$201,771.78

Charge to Account # 1023-072-2753-6110

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

TYPE TRANSACTION (Check appropriate block(s))
 ___ Pre-Condernation ___ Post-Condernation ___ n/a Not Applicable District # 2

Acquisition Subject to an Approved Appraisal
 ___ Acquisition at Below Approved Appraisal
 ___ Acquisition at Above Approved Appraisal
 ___ Advance Payment Requested

Name, address, SSN
 First American Title Insurance Company
 Purchase price and Closing costs;
 Total \$201,771.78

DOCUMENTATION ATTACHED (Check appropriate block{s})

Contract
 ___ Certificate of Value
 ___ Settlement Analysis

Payable to First American Title Insurance Company.

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

Recommended by *Russell L. Corriveau* 5/22/15
 Russell L. Corriveau, Acquisition Agent, Real Estate Mgmt. Division Date

Payment Approved *Ann Caswell* 5-27-15
 Ann Caswell, Manager, Real Estate Management Division Date

Certified *Craig A. Stopynce* JUN 16 2015
 Approved by BCC *fol* Deputy Clerk to the Board Date

Examined/Approved _____
 Comptroller/Government Grants CHECK No. / Date

REMARKS: Please have Check available for pick-up by July 1, 2015. Please Contact Acquisition Agent @6-7074 if there are any questions.

APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
 JUN 16 2015 *NPLBS*

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Under BCC Approval



Under Ordinance Approval

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Total Amount: \$201,771.78

Charge to Account # 1023-072-2753-6110

	5/27/15
Engineering Approval	Date
	5-27-15
Fiscal Approval	Date

TYPE TRANSACTION (Check appropriate block(s))
 Pre-Condemnation Post-Condemnation n/a Not Applicable District # 2

- Acquisition Subject to an Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested

<p>Name, address, SSN</p> <p>First American Title Insurance Company Purchase price and Closing costs; Total \$201,771.78</p>
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DOCUMENTATION ATTACHED (Check appropriate block(s))

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Ann Caswell, Manager, Real Estate Management Division Date 5-27-15

Certified
Approved by BCC Deputy Clerk to the Board Date _____

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Prepared by:

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

Return to: Grantee

File No.: 2021-3396945

Project: Long Lake Pump Station
Parcel: 101

WARRANTY DEED

This indenture made on NOVEMBER 18, 2015 A.D., by

Mainstreet Community Bank of Florida, a Florida corporation

whose address is: 204 South Woodland Blvd, Deland, Florida 32720

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 Exhibit "A"

Parcel Identification Number: 31-21-29-0000-00-005

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 2015.

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

Mainstreet Community Bank of Florida, a Florida corporation

[Signature]
By: W. Ben Finwick, Jr.
Title: President/CEO

Signed, sealed and delivered in our presence:

[Signature]
Witness Signature
Print Name: Kelley Grose

[Signature]
Witness Signature
Print Name: Marcia Jackson

State of FLORIDA
County of VOLUSIA

The Foregoing Instrument Was Acknowledged before me on Nov. 18, 2015 by W. Ben Finwick, Jr. who is the President/Director of Mainstreet Community Bank of Florida, a Florida corporation who is/are personally known to me or who has/have produced a valid driver's license as identification.

[Signature]
Notary Public

(Printed Name)
My Commission expires: _____

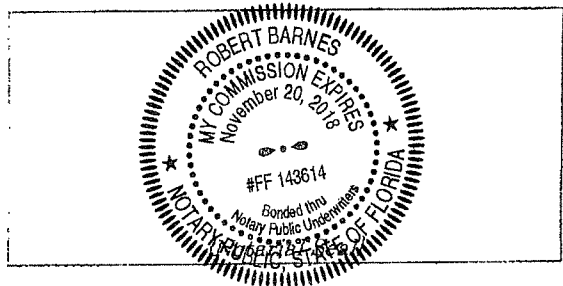


Exhibit "A"

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 (LESS THE EAST 225 FEET THEREOF); THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 (LESS THE EAST 225 FEET THEREOF) AND THE EAST 100 FEET OF THE NORTH 1050 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 ALL BEING IN SECTION 31, TOWNSHIP 21 SOUTH, RANGE 29 EAST.

AND SUBJECT TO RIGHT-OF-WAY DOWN THE EAST SIDE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 29 EAST, WHICH SHALL CURVE WESTERLY SUFFICIENT TO ALLOW PASSAGE AROUND MUCK POND AT ANY SEASON.

LESS THE FOLLOWING DESCRIBED PROPERTY: ALL THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 100 FEET OF THE WEST 1/2 OF NORTHWEST 1/4 OF NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING WITHIN 30 FEET RIGHT AND LEFT OF THE FOLLOWING:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31, RUN THENCE EASTERLY ALONG THE SECTION LINE 481.67 FEET TO THE P.C. OF A CURVE, THENCE ALONG THE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 25 MINUTES 00 SECONDS, A RADIUS OF 411.52 FEET, AN ARC DISTANCE OF 160.50 FEET TO THE P.T., THENCE NORTH 67 DEGREES 35 MINUTES 00 SECONDS EAST 326.23 FEET TO THE P.C. OF A CURVE, THENCE ALONG THE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 56 DEGREES 12 MINUTES 00 SECONDS, A RADIUS OF 306.84 FEET, AN ARC DISTANCE OF 299.47 FEET TO THE P.T., THENCE SOUTH 56 DEGREES 13 MINUTES 00 SECONDS EAST 113.65 FEET TO THE P.C. OF A CURVE, THENCE ALONG THE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 35 DEGREES 47 MINUTES 00 SECONDS, A RADIUS OF 377.02 FEET, AN ARC DISTANCE OF 221.77 FEET TO THE P.T., RUN THENCE EAST ALONG THE SECTION LINE 730.07 FEET TO A POINT ON THE CENTER LINE OF THE OLD U.S. HIGHWAY 441, SAID POINT BEING THE END OF THIS DESCRIPTION.