



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS


BCC Mtg. Date: August 23, 2016

REAL ESTATE MANAGEMENT ITEM 4

DATE: August 8, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Sabrina L. Miller, Senior Acquisition Agent 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL OF PURCHASE PRICE ABOVE APPRAISED VALUE, CONTRACT FOR SALE AND PURCHASE, HOLDOVER AGREEMENT, AND WARRANTY DEED BETWEEN LUIS E. NOA-TORRES AND MARIA E. NOA AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Pump Station No. 3103 (Walker Jr. High)

District 3

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

ITEMS: Contract for Sale and Purchase (Parcel 101)

Holdover Agreement (Parcel 101)

Warranty Deed (Instrument 101.1)

Cost: \$175,000

Size: 15,023 square feet

- BUDGET:** Account No.: 4420-038-1502-43-6110
- FUNDS:** \$176,663.78 Payable to First American Title Insurance Company
(purchase price and closing costs)
- APPROVALS:** Real Estate Management Division
County Attorney's Office
Utilities Department
Risk Management Division
- REMARKS:** The Utilities Department requires a permanent site for Pump Station No. 3103 to replace the existing pump station that is located in County right-of way.
- The Seller will be allowed to occupy the premises for a period not to exceed four (4) months from the date of closing as stipulated in the Holdover Agreement.
- Seller 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.**

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

AUG 23 2016

Prepared by:

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

Return to: Grantee

File No.: 2021-3624599

Project: **Pump Station No. 3103 (Walker Jr. High)**
Parcel: 101

WARRANTY DEED

This indenture made on October 21st, 2016 A.D., by

Luis E. Noa-Torres and Maria E. Noa, husband and wife

whose address is: 233 Amidon Lane, Orlando, FL 32809-6512

hereinafter called the "grantor", to

ORANGE COUNTY, a charter county and a 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: 26-23-29-0000-00099

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.

[Signature]
Luis E. Noa Torres

Maria E. Noa
Maria E. Noa

Signed, sealed and delivered in our presence:

Elizabeth Price Jackson
Witness Signature

Kelli K. Smith
Witness Signature

Print Name: Elizabeth Price Jackson, Print Name: Kelli K. Smith

State of Florida
County of Orange

The foregoing instrument was acknowledged before me on Oct. 21st, 2018
Luis E. Noa-Torres and Maria E. Noa
who is/are personally known to me or who has/have produced a valid driver's license as identification.

Kelli K. Smith
Notary Public

Kelli K. Smith
(Printed Name)
My Commission expires: _____



{Notarial Seal}

EXHIBIT "A"

The West 75.00 feet of the South 230.11 feet of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 26, Township 23 South, Range 29 East, Orange County, Florida. LESS the South 30 feet for Road Right-of-Way, Public Records of Orange County, Florida.

Project: Pump Station No. 3103 (Walker Jr. High)
Parcel: 101

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

~~AUG 23 2016~~

CONTRACT FOR SALE AND PURCHASE

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS CONTRACT, made between **LUIS E. NOA-TORRES and MARIA E. NOA, his 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 as the West 75.00 feet of the South 230.11 feet of the East ½ of the SW ¼ of the NE ¼ of the NE ¼ of Section 26, Township 23 South, Range 29 East, Orange County, Florida, less the south 30 feet for road right-of-way, for the above referenced project and SELLER agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Numbers:

26-23-29-0000-00-099

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 One Hundred Seventy-Five Thousand and No/100 Dollars (**\$175,000.00**).
2. This transaction shall be closed and the deed and other closing papers delivered on or before **sixty (60)** 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: Pump Station No. 3103 (Walker Jr. High)
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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. BUYER shall pay for recording the deed.
- C. SELLER shall pay documentary stamp tax on the deed.
- D. Title insurance shall be paid by BUYER.
- E. 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. The Due Diligence Contingency, attached hereto as Exhibit "A", is a material condition of this CONTRACT and incorporated herein by this reference.
- C. **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.**
- D. BUYER shall have forty-five (45) 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 (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 shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to

Project: Pump Station No. 3103 (Walker Jr. High)

Parcel: 101

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) 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.

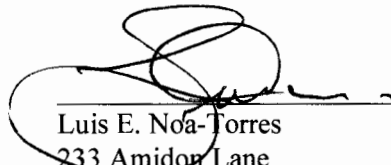
- E. **Survey.** Within forty-five (45) days of the Effective Date of this CONTRACT (the "Inspection Period") BUYER may obtain a current boundary survey of the property. The survey shall be certified to BUYER and First American Title Insurance Company and prepared in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Surveyors and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472, 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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- F. SELLER shall be allowed continued occupancy of the subject property for a period not to exceed four (4) months from the date of closing. SELLER agrees to comply with the terms and conditions stipulated in the HOLDOVER AGREEMENT.

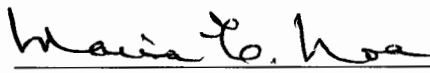
IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the date(s) written below.

'SELLERS'



Luis E. Noa-Torres
233 Amidon Lane
Orlando, FL 32809

Date: 12-15-2015

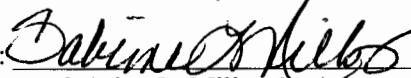


Maria E. Noa
233 Amidon Lane
Orlando, FL 32809

Date: 12-15-2015

'BUYER'

ORANGE COUNTY, FLORIDA

By: 

Sabrina L. Miller, Its Agent

Date: 5-6-16

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 forty-five (45) 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.

Project: Pump Station No. 3103 (Walker Jr. High)
Parcel: 101

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 23 2016

HOLDOVER AGREEMENT

This Agreement, entered into this 15th day of December, 2015, by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter "County") and **Luis E. Noa-Torres and Maria E. Noa, his wife** (hereinafter "Seller").

WHEREAS, the parties have entered into a Contract for Sale and Purchase of the property legally described as the West 75.00 feet of the South 230.11 feet of the East ½ of the SW ¼ of the NE ¼ of the NE ¼ of Section 26, Township 23 South, Range 29 East, Orange County, Florida, less the south 30 feet for road right-of-way (hereinafter "Premises"), which is improved with a single-family residential dwelling. The property, the residential dwelling and any related improvements thereon including, without limitation, fixtures and appliances, subject to all matters of record, shall be collectively referred to hereinafter as the "Premises"; and

WHEREAS, the Premises are presently occupied by Seller (hereinafter "Occupant") as a primary residence; and

WHEREAS, County must acquire the Premises for the purpose of constructing and operating a pump station facility; and

WHEREAS, contingent upon the closing of the above-referenced Contract for Sale and Purchase (hereinafter referred to as the "Effective Date"), County and Occupant hereby agree that, subject to the terms and conditions of this Agreement, Occupant shall have the right to continue to reside on the Premises for a period not to exceed four (4) months from the Effective Date.

NOW, THEREFORE, in consideration of the sum of one dollar each to the other paid, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Term.** The term of this Agreement shall commence on the Effective Date and shall extend for a **maximum term of four (4) months** (the "Term") from the Effective Date unless earlier terminated in accordance with the terms and conditions of this Agreement. Provided however, Occupant may terminate this Agreement at any time during the Term by providing County with thirty (30) days' advance written notice.

Project: Pump Station No. 3103 (Walker Jr. High)

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3. **Rent.** Occupant shall have no obligation to pay rent to County during the Term, provided that they fully comply with all terms and obligations herein. Occupant shall be solely responsible for the payment of any charges or expenses that may arise or be imposed due to the occupancy of the Premises, it being the intent of this Agreement that County incur no expenses whatsoever due to or arising from Occupant's holdover occupancy of the Premises. Any sums of money that may become due from Occupant to County during the Term shall be payable immediately upon written demand from County. If payment of any monetary obligation is not made within ten (10) days after demand by County, then such payment shall be subject to a late charge of eighteen percent (18%) per annum until received in full.

4. **Expenses.** Occupant shall be responsible for all upkeep, maintenance, repair, utilities, personal property taxes, if any, and any and all other costs or expenses related to their occupancy of the Premises. Occupant covenants and agrees that they are responsible for the repair and/or reimbursement to County for any costs incurred by County for the repair of any damage done to the Premises or any portion of the Premises.

5. **No Waste.** Occupant shall not do or commit anything to be done in or about the Premises which will in any way diminish the value of the property or interfere with the right or use of the County nor shall Occupant allow the Premises to be used for any unlawful or objectionable purposes. Occupant shall not commit or allow to be committed any waste upon the Premises or any nuisance, public or private, or any other act of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance on the Premises. **Occupant shall keep the Premises in good condition and repair, and shall ensure that all fixtures on the Premises remain on the Premises and are turned over to County at the end of the Term unless otherwise agreed to herein (less and except those items set forth in the Contract for Sale and Purchase). Occupant shall be responsible for reimbursing County for the value of any fixtures that are not on the Premises at the end of the Term, except for those items listed in the Contract for Sale and Purchase.**

6. **Insurance, Indemnification and Safety.** Occupant has sole responsibility for insuring its personal property and assets and agrees to waive any and all claims against County for damages or destruction of its personal property and assets, howsoever caused, during the term of this Agreement.

Occupant shall procure and maintain for the duration of this Agreement, liability insurance without deductibles with limits no less than \$500,000.00 per occurrence, naming Orange County as an additional insured. **Prior to closing, Occupant shall provide the County with a current certificate of insurance with a thirty (30) day prior written notice of cancellation or reduction in coverage.**

In consideration of this Agreement, Occupant shall, and does hereby agree to waive any and all claims including but not limited to bodily injury and property damage against the County, and to defend, indemnify, save and hold harmless the County from and against any and all claims, suits, actions, damages, judgments, liabilities and expenses in connection with bodily or personal injury or property damage occurring on or arising from or out of Occupant's use or holdover occupancy of the Premises.

Project: Pump Station No. 3103 (Walker Jr. High)

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The Occupant shall take all reasonable precautions for the safety of, and will provide all reasonable protection to prevent damage, injury or loss to:

1. All guests, invitees and other occupants on the premises and all other persons who may be affected thereby;
2. All property, materials and equipment, under the care, custody or control of the Occupant; and
3. Other property at or surrounding the Premises, including trees, shrubs, lawns, walks, pavements and roadways.

In an emergency affecting the safety of persons or property, the Occupant will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

7. **Effective Date.** This Agreement will become effective upon the closing of the conveyance of the Premises described herein to Orange County free and clear of all liens and encumbrances.

This Agreement is subject to approval by the Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division as may be appropriate.

8. **Termination.** Unless terminated earlier in accordance with the provisions herein, this Agreement shall terminate automatically **four (4) months** from the effective date. In the event Occupant vacates the Premises prior to the termination date, this Agreement shall automatically terminate. **Occupant shall notify County in writing ten (10) days in advance of vacating the Premises. Upon receipt of written notification, County personnel will contact Occupant to schedule an interior/exterior inspection of the Premises to determine its condition and to assure that all permanent fixtures are in place. On the day of vacation of the Premises, Occupant shall notify the County and make arrangements to provide the County with all keys to the Premises.**

In the event Occupant is in breach of any covenant of this Agreement, then County, in addition to all other remedies available, may terminate this Agreement and initiate eviction proceedings.

In the event Occupant remains in possession after the Term, County shall commence eviction proceedings and Occupant shall be responsible for all costs and expenses incurred by County in pursuing said proceedings.

9. **Assignment.** This Agreement is personal to the parties hereto and confers no property rights to Occupant. Occupant shall not assign this Agreement or any interest therein nor otherwise in any manner convey, or attempt to convey, transfer or encumber this Agreement. Occupant shall not permit the Premises to be occupied for a period longer than a temporary visit by anyone except the individual(s) with whom this Agreement is made, their spouses and their children.

Project: Pump Station No. 3103 (Walker Jr. High)

Parcel: 101

10. Maintenance of Premises. County makes no representations or warranties whatsoever as to the condition of any improvements upon the Premises and accepts no responsibility whatsoever therefore. **Occupant shall maintain the Premises in good and safe condition and shall be responsible to County for any damage to the interior or exterior of the Premises, except that which is due to normal wear and tear.**

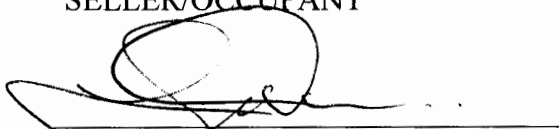
11. Notices. All written notices shall be sent to Real Estate Management Division, 400 East South Street, 5th Floor, Orlando, Florida 32801, Attention: Sabrina L Miller, Acquisition Agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

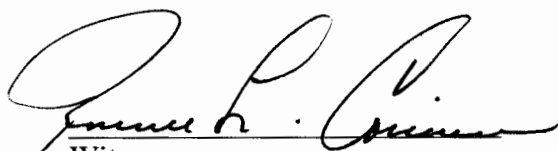

Witness

Sheila T. Noa
Printed Name

'SELLER/OCCUPANT'

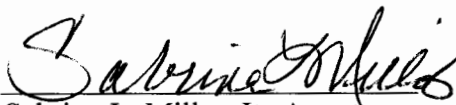

Luis E. Noa Torres
233 Amidon Lane
Orlando, FL 32809

Maria E. Noa
Maria E. Noa
233 Amidon Lane
Orlando, FL 32809


Witness

Russell L. Corriveau
Printed Name

ORANGE COUNTY, FLORIDA

BY: 
Sabrina L. Miller, Its Agent

CERTIFICATE OF VALUE

(DELETE APPROPRIATE [BRACKETED] WORD)
I certify to the best of my knowledge and belief, that:

County: Orange
Parcel: Pump Station 3103

- 1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the acquisition of a pump station to be constructed by Orange County, Florida.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Orange County, Florida and I will not do so until so authorized by the County officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 18th day of August, 2015, is: \$ 150,600

Market value should be allocated as follows:

Table with 2 columns: Description and Value. Rows include LAND (\$ N/A), IMPROVEMENTS (\$ N/A), NET DAMAGES &/OR COST TO CURE (\$ N/A), TOTAL (\$ 150,600), LAND AREA (15,023 SF), and LAND USE (Vacant Residential).

August 19, 2015
DATE

Robert W. Simmons, Jr.
APPRaiser
Robert W. Simmons, Jr., Associate
State Certified General Real Estate Appraiser #RZ1736

August 19, 2015
DATE

Ted Hastings III
APPRaiser
Ted Hastings III, MAI, SRA
State Certified General Real Estate Appraiser #RZ41889



ADDENDUM TO CERTIFICATE OF VALUE

Appraiser Robert W. Simmons, Jr.
State-Certified General Real Estate Appraiser #RZ1736 (Expiration 11/30/16)
County: Orange
Managing District: Orange County
Parcel: Pump Station 3103

Ted Hastings III, MAI, SRA, State-Certified General Real Estate Appraiser #RZ41 (Expiration 11/30/16) provided significant assistance in the function of report writing and review.

This is an appraisal of land and improvements. The reader is directed to the scope for a detailed explanation of valuation methods used for this appraisal.

I certify that, to the best of my knowledge and belief the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and the Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I certify that, through prior experience with similar type properties and appraisal problems, the appraisers have the competency and expertise to complete this assignment.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.

As of the date of this report, Robert W. Simmons, Jr. and Ted Hastings, III have completed the Standards and Ethics requirement of the Appraisal Institute for Associate members.

August 19, 2015

DATE



The Spivey Group, Inc.
Robert W. Simmons, Jr., Associate
State-Certified General Real Estate Appraiser #RZ1736

August 19, 2015

DATE



The Spivey Group, Inc.
Ted Hastings III, MAI, SRA
State-Certified General Real Estate Appraiser #RZ41

Project: Pump Station No. 3103 (Walker Jr. High)

Parcel: 101

SETTLEMENT ANALYSIS

County's Appraised Value

Land (15,023 SF) and

Improvements (1,158 SF single-family residence)

Total Appraisal Value

\$150,600.00

Owner's Offer

Parcel 101

\$185,000.00

Appraiser's Fees

\$.00

Attorney's Fees

\$.00

Total: Owner's Offer

\$185,000.00

Recommended Settlement Amount

\$175,000.00

EXPLANATION OF RECOMMENDED SETTLEMENT

The Utilities Department requires a permanent site for Pump Station No. 3103 to replace the existing pump station site located in County right-of-way. They determined that Parcel 101 was the most suitable property for the new pump station location.

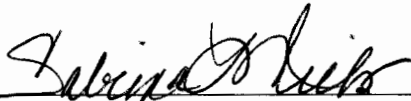
The subject property (Parcel 101) is located along the north side of Amidon Lane; across the street from Lancaster Elementary and Walker Jr. High. The subject property is a 15,023 square foot lot that is improved with a 1,158 square foot single-family residence that is owner-occupied.

The property owners were offered the appraised value of \$150,600 for the subject property. They rejected the County's offer explaining that they could not afford to pay-off their existing mortgage and relocate to a comparable property for that amount; they said that they would be willing to sell for \$185,000. In the end, the property owners agreed to sell the subject property for \$175,000 with a four (4) month maximum extended occupancy from the date of closing; subject to the County's approval. The extended occupancy period will afford the property owners the time necessary to find and close on replacement housing.

There was an alternate property identified by the Utilities Department as suitable for the new pump station site. The lot size is 43,950 square feet (1.01 acres) and it is improved with a 2,059 square foot single-family residence that is owner-occupied. Recent unadjusted sales in the area project a range in value from \$155,100 to 220,000 for this property. However, this property was determined to be less desirable for the new pump station site due to its location, larger lot size, and demolition costs of the larger dwelling plus the potential expense for lead and asbestos removal due to the older age of the dwelling.

Based on the foregoing, the recommended settlement of \$175,000 is reasonable, fair and in the County's best interest.

Project: Pump Station No. 3103 (Walker Jr. High)
Parcel: 101

Recommended by:  Date 8-5-16
Sabrina L. Miller, Senior Acquisition Agent

Approved by:  Date 8/5/16
Deborah Long, Assistant Manager

Approved for
Submittal to
The Board
of County
Commissioners by:

 Date 8-8-16
Ann Caswell, Manager, Real Estate Management Division