

APPROVED

BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

MAR 07 2000 AA/BS/GG

# RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
AUTHORIZING THE CONVEYANCE OF REAL PROPERTY  
OWNED BY ORANGE COUNTY TO THE HUNTER'S CREEK  
COMMUNITY ASSOCIATION, INC., A NOT-FOR-PROFIT  
CORPORATION, PURSUANT TO FLORIDA STATUTE 125.38

Resolution No. 2000-M-09

WHEREAS, Orange County Board of County Commissioners ("Board"), pursuant to its home rule power and Florida Statute 125.38, has the authority to determine the certain county property is not needed for county purposes and may thereafter convey said property to a corporation or non profit entity organized for the purpose of promoting community interest and welfare; and

WHEREAS, Hunter's Creek Community Association, Inc. (hereinafter "Applicant"), a Florida not-for-profit corporation organized for the purpose of promoting the health, safety, and welfare of the citizens within the community as well as those within the surrounding area of Orange County; and

WHEREAS, Applicant has applied for a conveyance of the real property owned by Orange County, (described in Exhibit "A" and referenced hereinafter as "the property"), said application being attached hereto as Exhibit "B"; and

WHEREAS, Applicant intends to use the property at all times for the promotion and support of community interest and welfare (the use presently contemplated includes a community center and a maintenance and storage facility) and;

WHEREAS, the parties agree and shall provide in the documents of conveyance that should the Applicant fail to use the property for community interest and welfare then the County shall have the right to repurchase the property for the price paid by Applicant to County; and

WHEREAS, the Board finds that the property is not needed for County purposes; and

WHEREAS, the Board finds that it is in the best interest and welfare of the citizens of

Orange County that such property is used by the Applicant for the purposes outlined herein.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

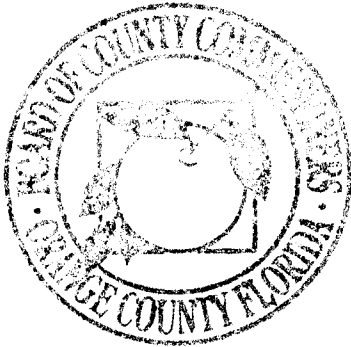
**Section 1.** The foregoing recitals are true and correct and are incorporated herein.

**Section 2.** The property defined in Exhibit "A" shall be conveyed to the Applicant by county deed for the proposes stated herein.

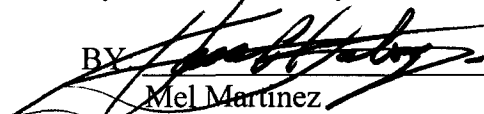
**Section 3.** The Applicant shall pay the sum of Three Hundred Ninety Five Thousand Dollars (\$395,000.00) for the conveyance of the property.

**Section 4.** The County Chairman and the County Comptroller are hereby authorized to execute, attest, and deliver a Deed conveying the property, in substantially the form attached hereto and incorporated herein by reference as Exhibit "C," upon receipt of the purchase price set forth in Section 3.

ADOPTED THIS 7th DAY OF March, 2000.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY:   
Mel Martinez  
County Chairman

DATE: MAR 07 2000

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk to the Board of County Commissioners

By:   
Deputy Clerk

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**EXHIBIT "A"**

Lot 10, Hunter's Creek Tract 180, according to the plat thereof has recorded in Plat Book 27, Page 120, Public Records of Orange County, Florida.

ALONG WITH ALL IMPROVEMENTS AND STRUCTURES PRESENTLY LOCATED ON THE ABOVE DESCRIBED PROPERTY.

**APPLICATION FOR CONVEYANCE OF  
HUNTER'S CREEK FIRE STATION SITE TO  
THE HUNTER'S CREEK COMMUNITY ASSOCIATION, INC.**

**COMES NOW**, the Hunter's Creek Community Association, Inc. and hereby requests that the Orange County Board of County Commissioners transfer to it the property described on attached Exhibit "A" (hereinafter "Fire Station Site") and states as follows:

**WHEREAS**, the Hunter's Creek Community Association, Inc. (hereinafter "APPLICANT") is a Florida Corporation, not-for-profit, which was created in 1986 to serve as the Community Association for the large Orange County residential community known as Hunter's Creek. As such, it was granted full rights and powers to perform functions for the benefit of its members and the residents of Hunter's Creek, and

**WHEREAS**, from and after the date of its creation, APPLICANT has been required to, and has, performed many functions which were formerly performed by governmental agencies for the benefit of its members, the residents of Hunter's Creek and the persons living in the surrounding areas of Orange County. These functions include, but are specifically not limited to, the development and maintenance of community parks, centers and recreation facilities, the maintenance of storm water facilities and the maintenance of parkways and other open space areas, and

**WHEREAS**, the APPLICANT was organized for and has promoted the community interest and welfare of its members and residents. In addition, by virtue of the size and location of Hunter's Creek, and by virtue of the scope of its duties, APPLICANT has also promoted the community interest and welfare of the persons living in the surrounding areas of Orange County, and

**WHEREAS**, the Fire Station Site is located within Hunter's Creek, upon which is constructed a temporary fire station facility which was designed and used to serve Hunter's Creek and surrounding areas of Orange County. However, due to changed circumstances, Orange County chose to abandon this site and develop a permanent fire station outside of Hunter's Creek. Therefore, the Fire Station Site is no longer required for such use nor is it apparently needed for any other County purpose, and

**WHEREAS**, APPLICANT desires to own the Fire Station Site and believes that the ownership of the same is necessary so that it can continue to effectively and properly perform those functions for which it was created, and

**WHEREAS**, APPLICANT presently intends to improve the Fire Station Site with a multi-purpose administration building in which it will house the Association's administrative staff, the code enforcement staff, the telephone staff, the maintenance staff, off duty sheriff deputies and in which will be stored administrative records, holiday decorations and other Association records, and

**WHEREAS**, APPLICANT hereby proposes to Orange County that it purchase the property described on attached Exhibit "A" ("Fire Station Site") subject to the following:

1. The above recitals are hereby made fully a part of this Application.
2. In consideration for the subject transfer, APPLICANT proposes to pay to Orange County, Florida the sum of Three Hundred Ninety Five Thousand Dollars (\$395,000.00) in five equal installments of Seventy Nine Thousand Dollars (\$79,000.00). The first installment to be paid on the date of conveyance and each subsequent installment to be paid annually thereafter on the

anniversary date of the conveyance. In addition to the above, APPLICANT proposes to pay all costs relating to the conveyance, including, but not limited to documentary stamp taxes, recording costs, and title charges.

3. Applicant further proposes that Orange County convey marketable title to APPLICANT free and clear of any other possessory interests, and subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7½ feet in width as to the side lines; taxes for year of closing and subsequent years; and the lien of the instrument that is required to reflect the obligation to pay the installments provided for above. It also proposes that Orange County supply APPLICANT with a "Bill of Sale Absolute" for any improvements which are to be transferred as part of this transaction.


4. APPLICANT intends to use the Fire Station Site for only those purposes permitted by its Governing Documents, and by applicable law and hereby certifies that the recitals made above are presently true and correct. Notwithstanding this fact, it is proposed that no reversionary clauses be inserted into any document of conveyance. Instead, it is proposed that a right of first refusal be granted to Orange County to repurchase the Fire Station Site under the same terms and conditions as provided for herein if the subject property is ever utilized by Applicant for any purpose other than those purposes permitted by its Governing Documents, and by applicable law.

NOW, THEREFORE, Pursuant to Section 125.38, Florida Statutes, APPLICANT hereby applies to Orange County for the purchase of the property described on attached Exhibit "A" ("Fire Station Site") as provided for above.

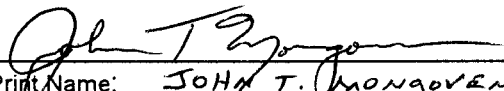
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9<sup>TH</sup> day of DECEMBER, 1999.

WITNESSES:

HUNTER'S CREEK COMMUNITY  
ASSOCIATION, INC.

  
Print Name: JOHN RASNIC

Nancy Rasmic  
Print Name: NANCY RASNIC

By:   
Print Name: JOHN T. MONGOVEN  
As its: PRESIDENT

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APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

MAR 07 2000 AA/BS/GG

Instrument: 101.1  
Project: Former Fire Station #58  
(Hunter's Creek)

**COUNTY DEED**

THIS DEED, Made the 7<sup>th</sup> day of March A.D., 2000, by ORANGE COUNTY, FLORIDA, whose post office address is Box 1393, Orlando, Florida 32802-1393, GRANTOR, and Hunter's Creek Community Association, Inc., whose address is \_\_\_\_\_, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$ 79,000.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Orange, State of Florida, to-wit:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraisers Parcel Identification Folio Number(s):**

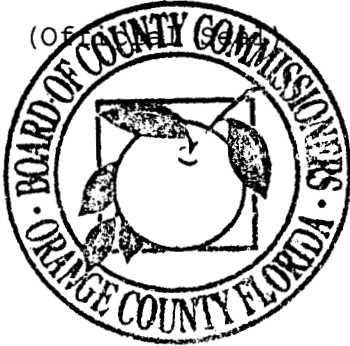
**28-24-29-2341-00-100**

IT IS MUTUALLY AGREED by and between the parties hereto, as part of the consideration hereof, as follows: The GRANTOR shall have a reversionary interest in said land and the subject property shall automatically revert back to the GRANTOR upon default by the GRANTEE to make timely installment payments in the amount of \$ 79,000.00 due annually for the next four years from date of execution of this deed. Upon failure of the required payment the GRANTEE shall be given notice of default and shall be allotted five (5) days from receipt of said notice to cure the default. Should the GRANTEE fail to cure the default within the allowable time specified above the property shall automatically revert back to the GRANTOR. In that event, the GRANTEE herein agrees to execute a Quit-Claim Deed to the GRANTOR.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Instrument: 101.1  
Project: Former Fire Station #58  
(Hunter's Creek)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Chairman, the day and year aforesaid.



ORANGE COUNTY, FLORIDA  
By Board of County Commissioners

BY: Mel Martinez  
Mel Martinez, County Chairman

DATE: 3/7/00

ATTEST: Martha O. Haynie, County  
Comptroller, Clerk to the Board

BY: Rosilyn M. Stapleton  
Deputy Clerk

Rosilyn M. Stapleton  
Printed Name

**This instrument prepared by:**  
Anissa J. Bolton, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida.

S:\Project Document Files\1\_Misc. Documents\F\Former Fire Station 58  
101.1 Deed.doc 2/24/00 ab