

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT ITS MEETING

SEP 19 1995

*Amw / Cea*

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RESOLUTION NO. 95-M-81

DECLARING CERTAIN STRUCTURES LOCATED AT 4246 RALEIGH STREET OTHERWISE TO BE DESTROYED AS SURPLUS PERSONAL PROPERTY AND AUTHORIZING THE SALE THEREOF PURSUANT TO SECTION 274.06, FLORIDA STATUTES.

WHEREAS, pursuant to Section 274.06, Florida Statutes, Orange County may determine that certain County personal property is surplus to County needs and the County may then proceed to sell the same pursuant to the procedures made therein; and

WHEREAS, the County owns a parcel of land at 4246 Raleigh Street, the legal description of which appears upon Exhibit "A", attached hereto; and

WHEREAS, the said parcel of land will be utilized for road construction purposes and that such use will necessarily entail the destruction of the structures thereon unless said structures are severed from the land for transport to another site and such severance operates under the law to cause such structures to become personal property; and

WHEREAS, the County has no need for said structures, which have a commercial value in excess of two hundred (\$200) dollars, and it is in the best interest of the County to sell the said structures at public auction for the highest sum bid, pursuant to statute.

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

Section 1. The Board of County Commissioners does hereby determine that those structures located upon the County-owned property at 4246 Raleigh Street shall be destroyed for the purpose of road construction if said structures are not removed from the site. Said structures have value only if severed from the land. Such severance operates under the law to cause the subject structures to become personal property. The subject severed structures are surplus to the County's

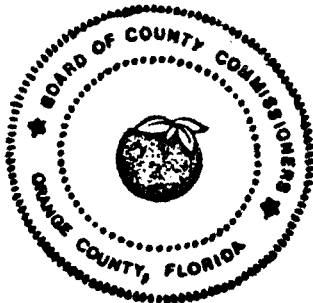
present needs and are so declared and the value of said  
43 structures is declared to exceed Two Hundred (\$200) Dollars.

Section 2. The Manager of the Real Estate Management  
45 Department is hereby authorized to conduct a public auction,  
pursuant to the provisions of Section 274.06, Florida  
47 Statutes, and to sell such structures to the highest cash  
bidder, subject to confirmation by the Chief of Purchasing  
49 and Contracts. Such sale may be made upon such terms and  
conditions as will be of the most convenience and efficiency  
51 to the County.

Section 3. The Chief of Purchasing and Contracts is  
53 hereby authorized to execute a bill of sale conveying all  
title and interest of the County in the said surplus  
55 structures, said bill of sale to be tendered upon payment in  
cash of the sale price.

57 Section 4. This Resolution shall take effect upon its  
adoption.

59 ADOPTED THIS 19<sup>th</sup> DAY OF SEPTEMBER, 1995.



61 ORANGE COUNTY, FLORIDA

63 BY: Bill Doregan  
65 FOR THE County Chairman

67 DATE: SEP 19 1995

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

71  
73 BY: [Signature]  
Deputy Clerk

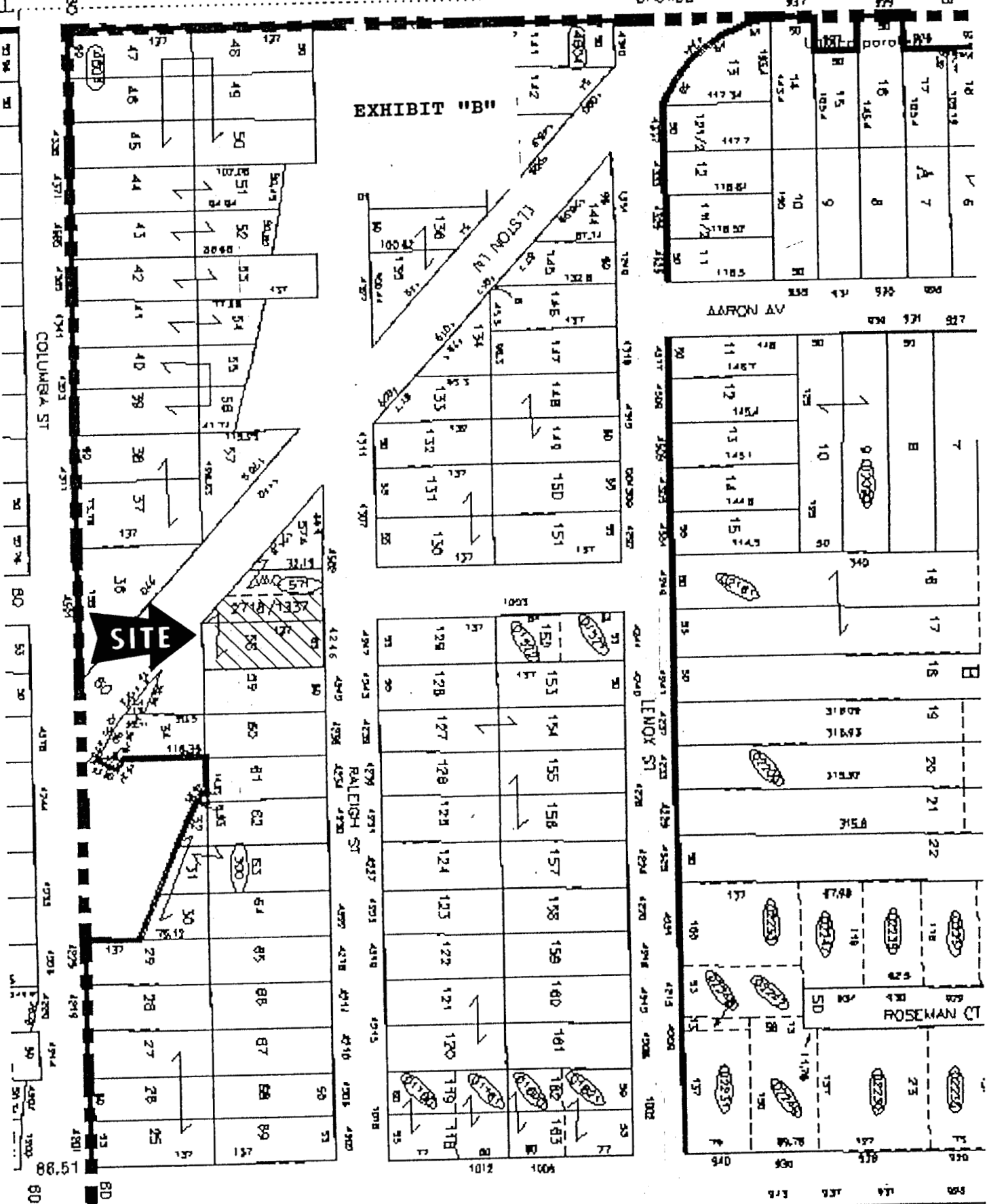
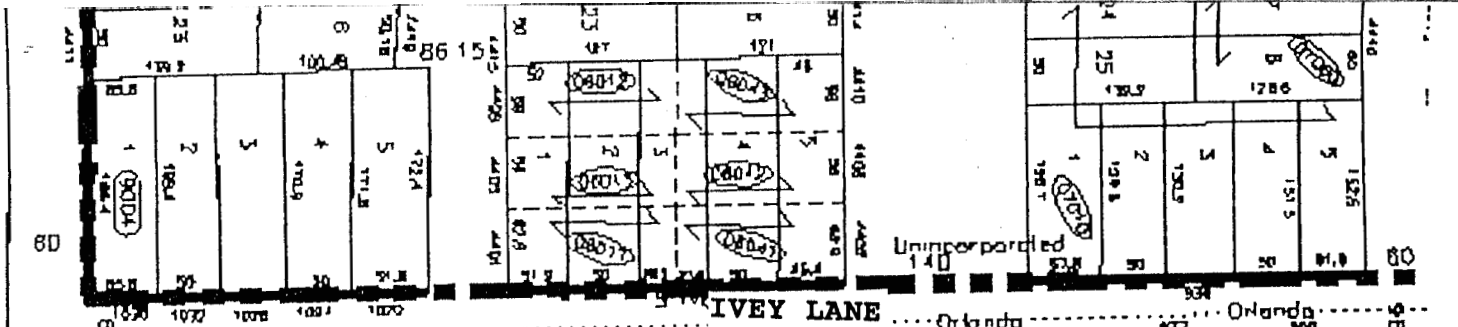
75 JAG792 09/11/95

**EHXIBIT "A"**

**PERSONAL PROPERTY**

House located at 4246 Raleigh Street  
Tax Identification # 32-22-29-4604-00-580

Legal Description: Lake Mann Shores, Lot 58 and the East 1/2 of  
vacated street on the West, as depicted in Plat Book P, Page 28,  
Public Records of Orange County, Florida



**EXHIBIT "C"**

**BILL OF SALE  
AND REMOVAL AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS

that Orange County Florida, a political subdivision of the State of Florida, (hereinafter "County"), in consideration of the sum of \$ \_\_\_\_\_ to it paid by \_\_\_\_\_, herein call "Buyer" or successful bidder," the receipt of which is acknowledged, grants, sells, transfers and delivers to Buyer the Personal Property, which are incorporated herein by reference.

Buyer, its executors, administrators, and assigns, has all rights and title to the Personal Property described above, forever.

The County covenants with the Buyer that it is the lawful owner of the Personal Property are free from all encumbrances; the Personal Property are free from all encumbrances; and it will warrant and defend the goods against all lawful claims and demands existing at the time o f this sale.

The Personal Property is SOLD "AS IS." The County makes no warranty, expressed or implied, on merchantibility of the Personal Property or of the fitness of the goods for any purpose.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, County and Buyer agree to those certain terms and conditions as more particularly set forth on Exhibit "C" attached hereto.

In witness, County has executed this Bill of Sale, this day of \_\_\_\_\_, 19\_\_\_\_.

**PAGE 2**  
**Bill of Sale and Removal Agreement**

ORANGE COUNTY, FLORIDA

BY: \_\_\_\_\_  
An agent of the Orange County  
Real Estate Management Dept.

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by \_\_\_\_\_, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

NOTARIAL SEAL

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
County and State aforesaid

My commission expires:

"BUYER"

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

PAGE 3  
Bill of Sale and Removal Agreement

ORANGE COUNTY, FLORIDA

BY: \_\_\_\_\_  
An agent of the Orange County  
Real Estate Management Dept.

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by \_\_\_\_\_, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

NOTARIAL SEAL

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
County and State aforesaid

My commission expires:

"BUYER"

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

## EXHIBIT "C"

### GENERAL TERMS AND CONDITIONS

1. It is the intent to obtain bids for the Board of County Commissioners for the SALE AND COMPLETE REMOVAL of the Personal Property.
2. Bidders are invited to physically visit and inspect the Personal Property prior to submitting a bid offer. Contact Mr. Steve Lorman, Property Specialist, Real Estate Management Department at 836-7065.
3. The Personal Property is offered for sale in an "as is" condition. Bid offers shall be for the purchase of the subject personal property only. All removal costs will be solely incurred by and payable by the successful bidder. The successful bidder shall be deemed in occupancy as of September 29, 1995 @ 10:00 am, and Orange County shall not be responsible for the security of the Personal Property after awarding the structure to the successful bidder.
4. Successful bidder shall be fully responsible for fully demolishing and removing, or relocating, the personal property to a new location off the County's site. The successful bidder will be solely responsible for all costs of permits, licenses and traffic control that may be required. All of the demolished, removed or relocated personal property shall become the property of the successful bidder and must be totally removed from the site as set forth herein.
5. Award will be made to the highest satisfactory and compliant offer received. However, the County reserves the right to withdraw any item for sale prior to actual award, which shall occur at closing as contemplated in Paragraph 9.
6. Successful bidder will be required to fully, completely and legally remove the Personal Property entirely without unreasonably disturbing the surrounding improvements, within. It is anticipated that a Notice To Proceed shall issue from the County no later than October 13, 1995 , or upon receipt of the balance from the highest bidder.
7. Successful bidder shall be fully responsible for all safety precautions, all permits, licenses, and traffic control and protection of surrounding property and pedestrians. This includes turning off and disconnecting any gas or electric power and water services, removing concrete slabs, footing, around the Personal Property, and returning the real property (County site) whereon the Personal Property is located to dirt, leveled, compacted and graded to the grade of the sidewalk of the adjacent streets. Only clean fill will be used to return the County site whereon the Personal Property is located to a graded level lot. All work must be performed to the reasonable satisfaction of the Orange County Highway Construction Department.



8. Successful bidder will indemnify and hold harmless Orange County from and against all claims, damages, losses and expenses arising out of or resulting from the performance of its obligations under this Bill of Sale. Further, successful bidder will provide general liability insurance, naming Orange County as a named insured and in form acceptable to the Orange County Risk Manager, with a minimum coverage of One Million (\$1,000,000) Dollars in order to secure these obligations.

9. Successful bidder will be required to pay in cash or cashier's check ten (10%) percent of the final purchase price. The 10% is to be included in the sealed bid to be opened at 10:00 am Friday, September 29, 1995. The balance shall be paid in cash or cashier's check at the closing, which shall be within fifteen (15) days of the sale.

10. The parties agree and acknowledge that the Personal Property has been abated to the satisfaction of the County's Risk Management Department.

11. Successful bidder shall provide a Five Thousand Dollar (\$5,000) performance and payment bond, acceptable to Orange County and such written to assure complete and successful removal of the Personal Property in timely fashion. If any part of the Personal Property is not demolished or removed by the successful bidder or its Surety to the satisfaction of Orange County, then, Orange County shall have the right to demolish or remove all or any part of the Personal Property and enforce said Bond. \*\*Said Performance Bond is to be delivered to Seller within fifteen (15) days of the date of this sale.

12. All work on site shall be fully completed to the satisfaction of the Orange County Highway Construction Department by October 31, 1995, failing which there shall be due to the County, without set-off, liquidated damages in the amount of One Thousand (\$1,000.00) Dollars per day unless the completion date is extended by mutual agreement.

13. It is expressly understood between the parties that neither this document nor any related document is intended to convey any interest in real property whatsoever.

14. The "Personal Property" is categorized as such even though, as of the date of this agreement, it is attached to the County site. It is the express intent of the parties that the Personal Property be severed from the land and that only the Personal Property be sold.

ORANGE COUNTY RETAINS THE RIGHT TO MODIFY, DELETE OR ADD TO THIS LIST OF CONDITIONS UNTIL September 26, 1995. THE LIST OF CONDITIONS THAT IS HANDED OUT ON September 26, 1995 SHALL BE CONSIDERED THE FINAL TERMS AND CONDITIONS.