



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 16

DATE: July 9, 2019

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

FROM: Paul Sladek, Manager *PS*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval and execution of Donation Agreement and approval of Warranty Deed between JEL Land Development, LLC and Orange County and authorization to perform all actions necessary and incidental to closing

PROJECT: Donation of JEL Land Development, LLC parcels

Districts 4 and 5

PURPOSE: To provide for conservation of lands as a requirement of development.

ITEMS: Donation Agreement

Warranty Deed
Revenue: \$61,405 (Management Fee to Conservation Trust Fund)
Size: 122.81 acres

REVENUE: Account No.: 1026-068-1978-5440

APPROVALS: Real Estate Management Division
County Attorney's Office
Environmental Protection Division

REMARKS:

Conservation Area Impact Permit No. CAI-17-11-030 issued by Orange County Environmental Protection Division, as modified by Conservation Area Impact Permit Modification No. CAI-19-02-010, requires this donation.

JEL Land Development, LLC (JEL) will be providing a one-time \$500 per donated acre management fee for the management of the property. The management fee funds will be deposited into the Conservation Trust Fund.

JEL to pay all closing costs and prorated taxes.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 16 2019

Prepared by and Return to:
Thomas R. Sullivan, Esq.
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

Parcel I.D. Number:
33-22-32-0000-00007; 33-22-32-0000-00006;
and 33-22-32-0000-00002

Project:
Donation of JEL Land Development, LLC parcels

GENERAL WARRANTY DEED

THIS INDENTURE, made this 24th day of September, 2020, between **JEL LAND DEVELOPMENT, LLC**, a Florida limited liability company, whose address is 1444 Myrtle Oaks Trail, Oviedo, FL 32765 ("Grantor") and **ORANGE COUNTY**, a charter county and political subdivision of the state of Florida ("Grantee"), whose post office address is P.O. Box 1393, Orlando, Florida 32802-1393.

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's heirs and assigns forever, all right, title, interest, claim and demand in and to the following described land (the "Property"), situate, lying and being in Orange County, Florida, to-wit:

SEE EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances whatsoever, save and except easements, conditions and restrictions of record, if any, the reference to which shall not operate to reimpose the same, and real property taxes for the year 2020 and thereafter, which are not yet due and payable.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

JEL LAND DEVELOPMENT, LLC,
a Florida limited liability company

Debra A Gilley
Print Name: Debra A Gilley

By: Dustin Lucas

Name: Dustin Lucas
Title: Manager

Ellen M Beckwith
Print Name: Ellen M Beckwith

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of May, 2020, by Dustin Lucas, as Manager of JEL Land Development, LLC, a Florida limited liability company, on behalf of the company.

Debra A Gilley

Signature of Notary Public

Debra A Gilley

(Print Notary Name)

Personally known, or

Produced Identification

Type of Identification Produced:

AFFIX NOTARY STAMP



DEBRA A GILLEY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG917819
Expires 9/30/2023

Exhibit "A"
Legal Description

Parcel 1:

The East 650 feet of the South 1/2 of the Northeast 1/4 of Section 33, Township 22 South, Range 32 East, Orange County, Florida.

Parcel 2:

The West 850 feet of the East 1500 feet of the South 1/2 of the Northeast 1/4 of Section 33, Township 22 South, Range 32 East, Orange County, Florida.

And

The North 325 feet of the South 1/2 of the Northeast 1/4 of Section 33, Township 22 South, Range 32 East, Orange County, Florida. Less and Except the East 1500 feet of the South 1/2 of the Northeast 1/4 of Section 33, Township 22 South, Range 32 East, Orange County, Florida.

Parcel 3:

The South 1/2 of the Northeast 1/4 of Section 33, Township 22 South, Range 32 East (less the East 1500 feet and the North 325 feet of the South 1/2 of the Northeast 1/4) AND the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 22 South, Range 32 East, Orange County, Florida.

JUL 16 2019

DONATION AGREEMENT

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS AGREEMENT made between JEL Land Development, LLC, a Florida limited liability company, hereinafter referred to as OWNER, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, the COUNTY seeks to acquire the land described on Exhibit "A" attached hereto for preservation and conservation of environmentally sensitive lands for the above referenced project and said OWNER agrees to donate said land for such purpose.

Property Appraiser's Parcel Identification Numbers:

33-22-32-0000-00-002, 33-22-32-0000-00-006, and 33-22-32-0000-00-007

In consideration of the sum of One (\$1.00) Dollar, each to the other paid, the parties hereto agree as follows:

1. OWNER agrees to convey said land, referred to on Exhibit A, unto COUNTY by Warranty Deed, free and clear of all liens and encumbrances.
2. This transaction shall be closed and the deed 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 COUNTY and OWNER.
3. Expenses:
 - A. Ad valorem property taxes for the year of closing shall be prorated as of the closing date and said prorated amount shall be paid by OWNER pursuant to Section 196.295, Florida Statutes. At OWNER'S election, OWNER'S share of prorated taxes may be remitted by COUNTY or their title company, to the County tax collector on OWNER'S behalf. Unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by OWNER for the year of conveyance. In the event that, as of closing, there are any outstanding unpaid property taxes for years prior to the year of closing, then OWNER shall be responsible for payment of the same, on the entirety of the tax parcels for which COUNTY is acquiring interest hereunder.
 - B. Documentary stamp tax shall be paid by OWNER. OWNER shall pay for recording the deed.
 - C. The title search for the Commitment and the title insurance premiums for the Title Policy to be issued to COUNTY pursuant to the Commitment shall be paid by OWNER.
 - D. Survey is to be paid by OWNER.

Project: Donation of JEL Land Development, LLC parcels

- E. A one-time \$500 per donated acre management fee shall be paid by OWNER to the Board of County Commissioners with a note in the memo section: Conservation Trust Fund.
 - F. Environmental Survey, as set forth in Exhibit B, is to be paid by OWNER.
- 4. OWNER agrees to remove any personal items from said land prior to closing. It is mutually agreed that any personal items not removed before this date shall be deemed abandoned and COUNTY, or its contractors, may remove and dispose of said personalty. The property owner will have no further claim or interest in said personalty after this date without a written agreement between the parties.
- 5. Special clauses:
 - A. This AGREEMENT is contingent upon delivery by OWNER to COUNTY in recordable form all instruments necessary to convey clear title to the property.
 - B. OWNER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
 - C. OWNER will surrender possession of the property at time of closing.
- 6. 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.
- 7. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this AGREEMENT and incorporated herein by this reference.
- 8. COUNTY shall have ninety (90) days after the Effective Date, (the "Inspection Period") to determine whether COUNTY is willing to accept title to and acquire the property from OWNER. On or before twenty (20) days following the Effective Date of this AGREEMENT (the date the AGREEMENT is approved by the Board of County Commissioners), OWNER shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA Form B, adopted 6/17/2006) from a title company of their election, committing to insure COUNTY as proposed owner of the property in an amount determined by a cost estimate prepared by the Appraisal Section of the Orange County Real Estate Management Division, (hereinafter referred to as the "Commitment"), evidencing that marketable fee simple title to the property is currently vested in OWNER free and clear of all liens, encumbrances or subject to other matters of record acceptable to COUNTY. The original Owner's Title Insurance Policy (the "Title Policy") shall be delivered to COUNTY within thirty (30) days after the recording of the Warranty Deed. In the event that COUNTY shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to COUNTY in its sole discretion; COUNTY shall notify OWNER of that fact in writing on or before fifteen (15) business days following COUNTY'S receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to COUNTY (hereinafter referred to as "Title Defects"), and OWNER may take up to fifteen (15) days to cure or eliminate the Title Defects at OWNER'S election and without obligation to incur expense or to initiate legal proceedings. If OWNER 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 OWNER is unable or unwilling to

cure or eliminate the Title Defects within the 15-day period so provided, COUNTY shall either (a) extend the time period for OWNER to cure or eliminate the Title Defects, (b) elect to terminate this AGREEMENT on account thereof, (c) elect to close its purchase of the property and accept a conveyance of OWNER'S title thereto subject to and notwithstanding the existence of the Title Defects on the date specified in Paragraph 2 hereof, or (d) 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 COUNTY elects to terminate this AGREEMENT because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to OWNER on or before the expiration of the Inspection Period described herein, this AGREEMENT shall terminate. In the event COUNTY elects to proceed on its own to cure or eliminate the Title Defects, OWNER agrees to provide its reasonable cooperation in connection with COUNTY's efforts but COUNTY shall have no obligation to incur expense or to initiate legal proceedings.


- 9. Survey. Within sixty (60) days of the Effective Date of this AGREEMENT, OWNER shall provide to COUNTY a current boundary survey of the property from a County approved surveyor. The survey shall be certified to ORANGE COUNTY and the title company and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon COUNTY and OWNER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this AGREEMENT and legal description of the property set forth on the Survey may be utilized in the documents of conveyance and in the Title Policy to be issued to ORANGE COUNTY hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to COUNTY, in its sole discretion, these shall be treated as Title Defects. COUNTY may in its sole discretion, treat these as "Exceptions," as defined herein. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

THIS AGREEMENT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between OWNER and COUNTY, made with respect to the matters herein contained, and when duly executed constitutes the AGREEMENT between OWNER and COUNTY. 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 date(s) written below.

OWNER:

JEL Land Development, LLC, a Florida limited liability company

BY: Dustin Lucas 
Dustin Lucas,

manager
Title

Post Office Address
1444 Myrtle Oaks Trail

7-3-2019

Project: Donation of JEL Land Development, LLC parcels

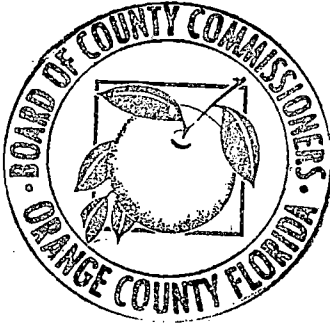
Oviedo, FL 32765

DATE: 7-3-2019

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

DATE: 16 July 2019

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

BY: *Craig A. Stopyra*
for Deputy Clerk
Craig A. Stopyra
Printed Name

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

Exhibit "A"

Parcel 1:

The East 650 feet of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 22 South, Range 32 East, Orange County, Florida.
(Tax Parcel ID# 33-22-32-0000-00-007) 20.03 acres (+/-)

Parcel 2:

The West 850 feet of the East 1500 feet of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 22 South, Range 32 East, Orange County, Florida.

Together with the North 325 feet of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 22 South, Range 32 East, Orange County, Florida, less and except the East 1500 feet of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 22 South, Range 32 East, Orange County, Florida.
(Tax Parcel ID# 33-22-32-0000-00-006) 35.27 acres (+/-)

Parcel 3:

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 22 South, Range 32 East, Orange County, Florida, less the East 1500 feet and the North 325 feet of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 22 South, Range 32 East, Orange County, Florida.

And the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33, Township 22 South, Range 32 East, Orange County, Florida.
(Tax Parcel ID# 33-22-32-0000-00-002) 67.51 acres (+/-)

EXHIBIT "B"

DUE DILIGENCE CONTINGENCY

I. OWNER shall provide to COUNTY a report ("Environmental Survey") by a County approved consultant or consultants (the "Consultants"), within sixty (60) days from 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 OWNER 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. OWNER 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 OWNER, or furnished to OWNER, or its agents, or consultants, and OWNER 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 OWNER 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 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 AGREEMENT shall be terminated upon notice to OWNER of such unacceptability with no party to this AGREEMENT having any further liability to any other.