



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 8

DATE: August 22, 2019

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

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

FROM: Erica L. Guidroz, Acquisition Agent *EG*
Real Estate Management Division

CONTACT PERSON: **Paul Sladek, Manager**

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

ACTION REQUESTED: Approval of Donation Agreement and Warranty Deed between Eastern Florida State College Foundation, Inc., f/k/a Brevard Community College Foundation, Inc., and Orange County and authorization to disburse funds to pay closing costs and perform all actions necessary and incidental to closing

PROJECT: Eastbrook Canal Drainage Repair

District 5

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

ITEMS: Donation Agreement (Parcel 102)

Warranty Deed (Instrument 102.1)
Cost: Donation
Size: 1.82 acres

BUDGET: Account No.: 1002-72-2906-6110

FUNDS: \$1,985.50 Payable to First American Title Insurance Company
(closing costs)

APPROVALS: Real Estate Management Division
Roads and Drainage Division

REMARKS: The Warranty Deed is being donated in connection with County's
Eastbrook Canal Drainage Repair Project to alleviate flooding problems
on the subject property and adjacent lands.

Grantor to pay documentary stamp and tax prorated taxes.

Prepared by
Jennifer Langdon, an employee of
First American Title Insurance Company
2301 Maitland Center Parkway, Suite 450
Maitland, Florida 32751
(407)691-5200

Return to: Grantee

File No.: 2021-4506528
Project: Eastbrook Canal Drainage Repair
Parcel: 102

CORPORATE WARRANTY DEED

This indenture made on November 18 A.D., by

**Eastern Florida State College Foundation, Inc., a Florida non-profit corporation, f/k/a
Brevard Community College Foundation, Inc., a Florida non-profit corporation**

whose address is: **3865 N Wickham Road, 10-110, Melbourne, Florida 32935**
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, Florida 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 EXHIBIT "A" ATTACHED HERETO

Parcel Identification Number: **03-22-30-0000-00040**

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 2020.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Eastern Florida State College Foundation, Inc., a Florida non-profit corporation, f/k/a Brevard Community College Foundation, Inc., A Florida non-profit corporation

By: Jennifer Kriete
Name: Jennifer Kriete
Title: Director

(Corporate Seal)

Signed, sealed and delivered in our presence:

Tracy Hummel
Witness Signature

Print Name: Tracy Hummel

Harriette Pfrimmer
Witness Signature

Print Name: Harriette Pfrimmer

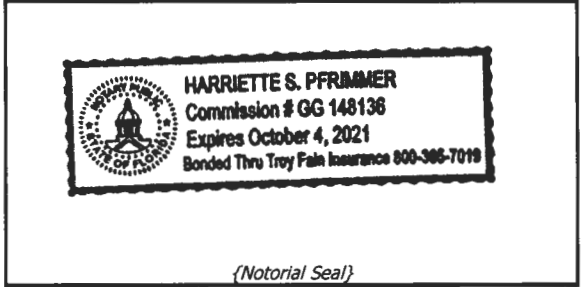
State of FL
County of Brevard

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on 11/18/19 by Jennifer Kriete as Director, and, as on behalf of Eastern Florida State College Foundation, Inc., a Florida non-profit corporation, f/k/a Brevard Community College Foundation, Inc., existing under the laws of the State of **Florida**, who is/are personally known to me or who has/have produced a valid driver's license as identification.

Harriette Pfrimmer
Notary Public

Harriette Pfrimmer
(Printed Name)

My Commission expires: Oct 4, 2021



(Notarial Seal)

EXHIBIT "A" Legal Description
(1 page)

Exhibit A

LEGAL DESCRIPTION: (PER OFFICIAL RECORDS BOOK 3449 PAGE 485)

LOCATED IN SECTION 3, TOWNSHIP 22, RANGE 30 EAST, NORTHEAST QUARTER, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SEC RUN W 55.67 FEET SOUTH 180 FEET WEST 32.33 FEET, SOUTH 1193.32 FEET TO NORTH RIGHT OF WAY OF SR#426 SOUTH 80 DEGREES WEST, 341.90 FEET FOR A POINT OF BEGINNING THENCE NORTH 460.20 FEET WEST 328.80 FEET TO CENTER OF OLD CANAL SOUTH 31 DEGREES EAST ALONG SAID CANAL TO NORTH RIGHT OF WAY LINE OF SR#426 NORTHEASTERLY ALONG SAID RIGHT OF WAY TO POINT OF BEGINNING (LESS ROAD RIGHT OF WAY ON SOUTH) 2624/1213

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE S88°58'47"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 539.18 FEET TO A POINT ON THE EAST LINE OF THE CRANE STRAND CANAL PER THE PLAT OF EASTBROOK SUBDIVISION UNIT 4, AS RECORDED IN PLAT BOOK Z, PAGE 51 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG SAID EAST LINE FOR THE FOLLOWING FIVE COURSES: S15°53'29"E, A DISTANCE OF 115.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2058.57 FEET, A CENTRAL ANGLE OF 15°12'57", A CHORD BEARING OF S08°17'00"E AND A CHORD DISTANCE OF 545.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 546.69 FEET TO THE POINT OF TANGENCY; THENCE S00°40'32"E, A DISTANCE OF 170.00 FEET; THENCE N89°19'28"E 6.76 FEET; THENCE S00°40'32"E, A DISTANCE OF 145.00 FEET TO A POINT ON THE SOUTH LINE OF SAID EASTBROOK SUBDIVISION UNIT 4, ALSO BEING THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3 AND THE POINT OF BEGINNING; THENCE S89°20'24"W ALONG SAID SOUTH LINE, A DISTANCE OF 325.44 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S32°44'03"E, A DISTANCE OF 507.98 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF ALOMA AVENUE (STATE ROAD NO. 426)(VARIABLE R/W PER F.D.O.T. R/W MAP SECTION 75090-2505); THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING (3) THREE COURSES: N80°03'19"E, A DISTANCE OF 60.81 FEET; THENCE S10°00'39"E, A DISTANCE OF 40.00 FEET; THENCE N80°03'19"E, A DISTANCE OF 0.71 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY N02°04'43"W, A DISTANCE OF 460.20 FEET TO THE POINT OF BEGINNING;

CONTAINING: 84,146.23 SQUARE FEET OR 1.93 ACRES.

Project: Eastbrook Canal Drainage Repair
Parcel: 102

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

SEP 10 2019

DONATION AGREEMENT

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS AGREEMENT made between Eastern Florida State College Foundation, Inc., a Florida non-profit corporation, f/k/a Brevard Community College Foundation, Inc., a Florida non-profit corporation, 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 Schedule "A" attached hereto for the above referenced project and said OWNER agrees to donate said land for such purpose.

Property Appraiser's Parcel Identification Number:

03-22-30-0000-00-040

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

1. OWNER agrees to convey said land, known as Parcel 102 of the above referenced project, unto COUNTY by Warranty Deed, free of all liens and encumbrances.
2. This transaction shall be closed and the deed and other closing papers delivered on or before 30 days after the Inspection Period 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. OWNER agrees that prior to closing, COUNTY 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. COUNTY, 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.
4. 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 deducted from the proceeds and remitted by County or First American Title Insurance 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 OWNER is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

- B. Documentary stamp tax shall be paid by the OWNER.
 - C. The recording of the deed shall be paid by COUNTY.
 - D. Title insurance is to be paid by COUNTY.
 - E. Survey is to be paid by COUNTY.
5. 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 constitute 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 such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.
6. 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. Effective upon the closing contemplated under this AGREEMENT, except as otherwise expressly provided by this AGREEMENT (including without limitation the compensation to be paid by COUNTY to OWNER as described in Section 1 of this AGREEMENT above), OWNER hereby releases, discharges, and acquits COUNTY and all employees, agents, attorneys, consultants, contractors, subcontractors, successors, assigns, representatives, and elected officials of COUNTY from any and all claims, actions, causes of actions, suits, obligations, promises, controversies, costs, expenses, losses, liabilities, damages, and/or demands of every kind, character, and nature, whether legal or equitable in nature and whether in contract or in tort -- including without limitation: (i) claims for attorney's fees, for appraisal fees, for accountant's fees, for fees of other professionals, experts, and consultants, for costs, for non-monetary benefits, and/or for attorney's fees based upon on non-monetary benefits pursuant to Section 73.092, Florida Statutes; (ii) claims for business damages pursuant to Chapter 73, Florida Statutes; and/or (iii) other claims, causes of actions, etc. that could have been raised by OWNER (including without limitation under Chapters 73 and/or 74, Florida Statutes) had COUNTY commenced eminent domain proceedings against OWNER -- which OWNER has asserted, could have asserted, or would hereafter have been able to assert, or which may now have or which may hereafter accrue, concerning, arising out of, or relating to in any way COUNTY'S acquisition of Parcel 701 (as described in Section 1 of this AGREEMENT above).
 - C. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this AGREEMENT and incorporated herein by this reference.
 - D. 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 and/or the Manager/Assistant Manager of the Orange County

Real Estate Management Division, as may be appropriate.

- E. 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, COUNTY may, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to insure COUNTY 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 OWNER free and clear of all liens, encumbrances or other matters of record whatsoever. 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) 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 OWNER shall have no obligation to incur expense or to initiate legal proceedings.
7. Survey. Within sixty (60) days of the Effective Date of this AGREEMENT, COUNTY may obtain a current boundary survey of the property. The survey shall be certified to COUNTY and First American Title Insurance 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 Owner's Title Insurance Policy to be issued to 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.
8. 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.

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

Eastern Florida State College Foundation, Inc.
a Florida non-profit corporation,
f/k/a Brevard Community College Foundation, Inc.,
a Florida non-profit corporation

By: Jennifer C. Krute

Printed Name Jennifer Krute

Title DIRECTOR, EFSC FOUNDATION

Date: July 10, 2019

COUNTY

Orange County, Florida

BY: Erica Guidroz
Erica Guidroz, Its Agent

Date: 8-20-2019

Schedule "A"

Approximately, 1.82 acres located in Section 3, Township 22, Range 30 East, Northeast Quarter described as follows:

From the Northeast corner of Section run West 55.67 feet, thence run South 180 feet, thence run West 32.33 feet, Thence run South 1193.32 feet to the North right-of-way of State Road No. 426, thence run South 80° West, for 341.90 feet for a POINT OF BEGINNING; thence run North 460.20 feet to a point; thence run West 328.80 feet to the center of an old canal; thence run South 31° East, along said canal to the North right-of-way line of State Road No. 426 to a point; thence run Northeasterly along said right-of-way to the POINT OF BEGINNING (Less road right of way on South)

EXHIBIT "B"

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 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;
- (f) 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.

SEP 10 2019

REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: 8/9/2019

Amount: \$ 1,985.50

Project: Eastbrook Canal Drainage Repair

Parcel: 102

[Signature] 8-20-19
Controlling Agency Approval Signature Date
Michael Baker
Printed Name

Charge to Account #1002-72-2906-6110

[Signature] 8-22-19
Fiscal Approval Signature Date
Pat Davis
Printed Name

TYPE TRANSACTION (Check appropriate block(s))
 Pre-Condemnation Post-Condemnation

N/A District # 5

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested

First American Title Insurance Company

Purchase Price: Donation

Closing Costs/Title Insurance: \$1,950.00

Orange County Comptroller:
Recording Fee: \$ 35.50

Total \$ 1,985.50

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract
- Copy of Executed Instruments
- Certificate of Value
- Settlement Analysis

Payable to: First American Title Insurance Company, 2301 Maitland Center Pkwy, Suite 450, Maitland, FL 32751

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

Recommended by [Signature] 8/9/2019
Erica Guidroz, Acquisition Agent Date

Payment Approved [Signature] 8/10/19
Paul Sladek, Manager, Real Estate Management Division Date

or
Payment Approved _____
Russell Corriveau, Asst. Mgr. Real Estate Management Div. Date

Certified [Signature] 9/10/19
Approved by BCC Deputy Clerk to the Board Date

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

REMARKS:
Anticipated Closing Date: As soon as checks are available.
Anticipated Closing Date: TBD
Please Contact Acquisition Agent @ 67036 if there are any questions.

~~SEP 10 2019~~

NR

Project: Eastbrook Canal Drainage Repair
Parcel No: 102
Name of Owner: Eastern Florida State College Foundation, Inc., a Florida non-profit corporation,
f/k/a Brevard Community College Foundation, Inc., a Florida non-profit corporation

SETTLEMENT ANALYSIS

EXPLANATION OF RECOMMENDED SETTLEMENT

(Memorandum to File pursuant to Section 4 of Ordinance 92-29)

***This is a Donation**

Parcel 102: The subject tract is located at the North right-of-way of State Road No. 426. The parcel size is approximately 1.82 acres. Orange County Roads and Drainage Division will use the acquisition for access from the subject property and adjacent properties for canal dredging and navigational improvements. The owners have agreed to this donation and I approve of this donation for the for a fee simple acquisition of 1.82 acres.

Recommended by: Erica Guidroz Date: 7-24-2019
Erica Guidroz, Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Robert K Babcock Date: 7-29-19
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by: _____ Date: _____
Paul Sladek, Manager, Real Estate Mgmt. Division

or
Approved by: Russell Corriveau Date: 8/1/19
Russell Corriveau, Asst. Manager, Real Estate Mgmt. Division