



Interoffice Memorandum


APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS


BCC Mtg. Date: November 29, 2016

REAL ESTATE MANAGEMENT ITEM 8

**DATE:** November 14, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager   
Real Estate Management Division

**FROM:** Kim Heim, Title Examiner   
Real Estate Management Division

**CONTACT  
PERSON:** Ann Caswell, Manager

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

**ACTION  
REQUESTED:** APPROVAL OF DONATION AGREEMENT AND SPECIAL  
WARRANTY DEED BETWEEN LENNAR HOMES, LLC AND  
ORANGE COUNTY AND AUTHORIZATION TO PERFORM ALL  
ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** Storey Park Ph 1 OCU Permit: 14-U-020 OCU File #:77207  
  
District 4

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility  
facilities as a requirement of development.

**ITEMS:** Donation Agreement  
  
Special Warranty Deed  
Cost: Donation  
Size: 5,144 square feet

**APPROVALS:** Real Estate Management Division  
Utilities Department  
Risk Management Division

**REMARKS:** Grantor to pay all closing costs and 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  
**NOV 29 2016**

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Project: Storey Park Ph 1 OCU Permit: 14-U-020 OCU File #: 77207

### **DONATION AGREEMENT**

**COUNTY OF ORANGE  
STATE OF FLORIDA**

THIS AGREEMENT made between Lennar Homes, 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 requires the land described on Exhibit "A" attached hereto for construction and maintenance of the above referenced project and said OWNER agrees to furnish said land for such purpose.

**Property Appraiser's Parcel Identification Number: 04-24-31-8980-13-000**

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, unto COUNTY by Special Warranty Deed, free and clear of all liens and encumbrances, except matters of record acceptable to COUNTY.
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. Any delinquent or past due taxes must be paid by OWNER prior to closing. Ad valorem taxes shall be prorated as of the date of transfer of title and said prorated amount shall be paid by OWNER to COUNTY, in escrow, 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 in full by OWNER for the year of conveyance.
4. OWNER agrees to remove any personal items from said property prior to closing. It is mutually agreed that any personalty 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. 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.

6. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this AGREEMENT and incorporated herein by this reference.
7. 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) committing to insure COUNTY as proposed owner of the property in the amount of the appraised value (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. 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 COUNTY shall have no obligation to incur expense or to initiate legal proceedings.
8. Survey. Within sixty (60) days of the Effective Date of this AGREEMENT, ORANGE COUNTY may obtain a current boundary survey of the property. The survey shall be certified to ORANGE 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 ORANGE 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 ORANGE COUNTY hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to ORANGE COUNTY, in its sole discretion, these shall be treated as Title Defects. ORANGE 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:

Lennar Homes, LLC  
a Florida limited liability company

By: 


BRICK NICHOLAS  
Printed Name:

VICE PRESIDENT  
Title:

Date: 6/26/2016

COUNTY:

ORANGE COUNTY, FLORIDA

By:  / Title Examiner  
Name/title

Date: 6/7/16

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

# Exhibit "A"

## STOREY PARK - PHASE 1, TRACT "M"

OCU PERMIT # 14-U-020

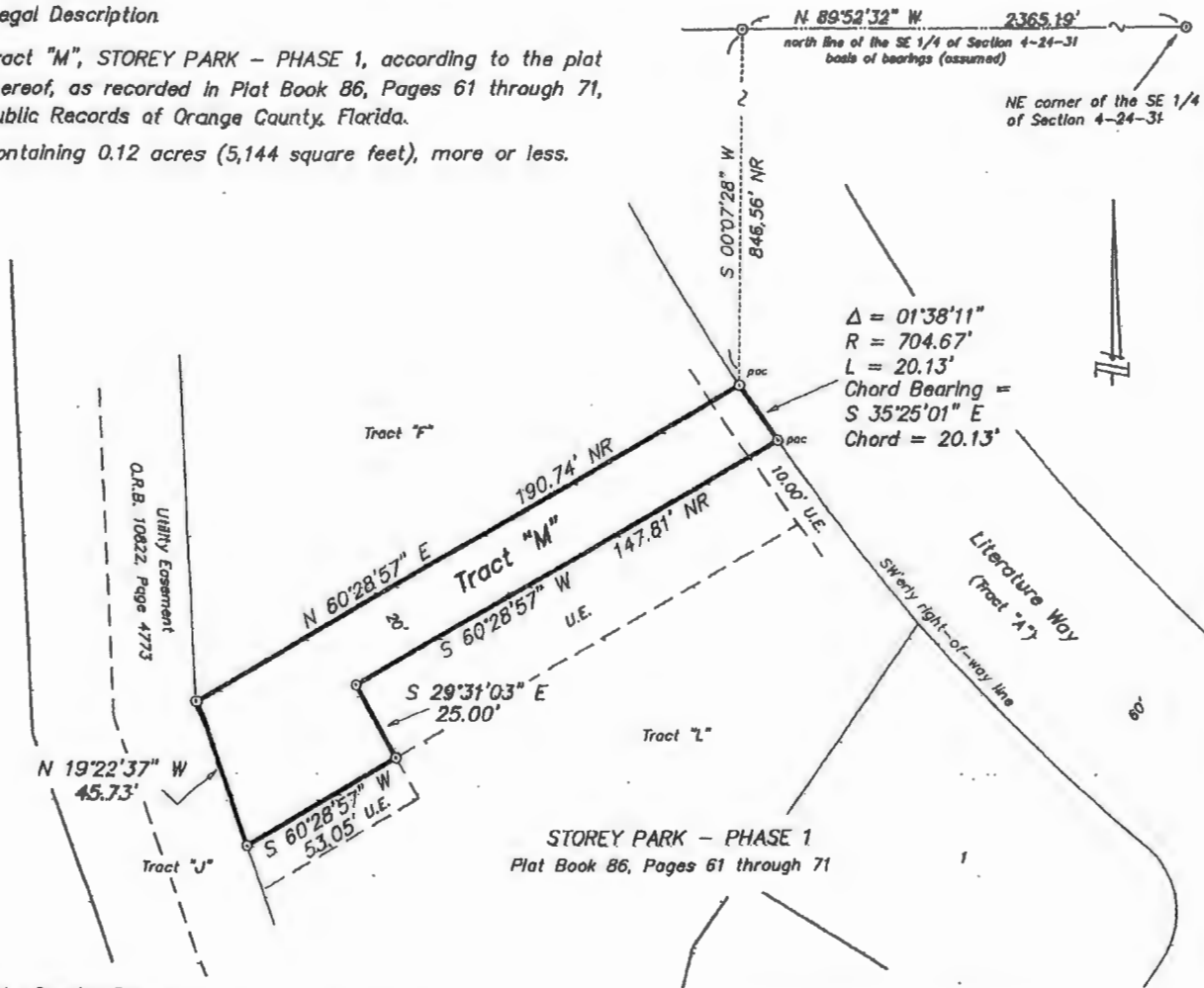
PURPOSE: LIFT STATION TRACT

ESTATE: FEE SIMPLE

### Legal Description

Tract "M", STOREY PARK - PHASE 1, according to the plat thereof, as recorded in Plat Book 86, Pages 61 through 71, Public Records of Orange County, Florida.

Containing 0.12 acres (5,144 square feet), more or less.



Not a Boundary Survey.

Lines shown hereon are radial unless noted NR (non-radial).

O.R.B. = Official Records Book

U.E. = Utility Easement  $\Delta$  = central angle

NR = Non-Radial R = radius

poc = point on curve L = arc length

### SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

### Sketch of Description of

## TRACT M

(A Lift Station Site)

situated in

Section 4, Township 24 South, Range 31 East  
City of Orlando, Orange County, Florida

PREPARED FOR:

Lennar Homes



**GANUNG-BELTON ASSOCIATES, INC.**

professional surveyors and mappers

1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656

JOB NO.

0813.58

SHEET

1 of 2

DATE

9/15/15

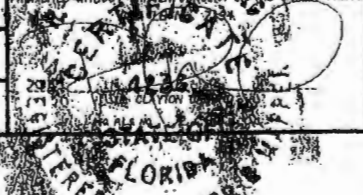
REV.

5/02/16

SCALE

1" = 50'

THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. IT IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION HEREON. THE ORIGINAL SURVEY AND SKETCH OF DESCRIPTION ARE THE PROPERTY OF GANUNG-BELTON ASSOCIATES, INC. AND ARE NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF GANUNG-BELTON ASSOCIATES, INC.



## **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 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.**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

NOV 29 2016

THIS IS A DONATION

Project: Storey Park Ph 1 OCU Permit: 14-U-020 OCU File #: 77207

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, Made and executed the 26<sup>th</sup> day of October A.D., 2016, by Lennar Homes, LLC, a Florida limited liability company, having its principal place of business in the city of Orlando, county of Orange, whose address is 6750 Forum Drive, Ste 310, Orlando, FL. 32821, GRANTOR, and ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, align, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraiser's Parcel Identification Number:**

**04-24-31-8980-13-000**

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 hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR, and that said land is free of all encumbrances, except matters of record acceptable to GRANTEE



Project: Storey Park Ph I OCU Permit: 14-U-020 OCU File #: 77207

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered  
in the presence of:

Lennar Homes, LLC,  
a Florida limited liability company

[Signature]  
Witness

BY: [Signature]

STEVEN M. BOYER  
Printed Name

BROCK NICHOLAS  
Printed Name

[Signature]  
Witness

VICE PRESIDENT  
Title

JEFFREY J. ADelman  
Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2016, by Brock Nicholas, as Vice President, on behalf of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced N/A as identification.

Witness my hand and official seal this 26<sup>th</sup> day of October, 2016.

(Notary Seal)

[Signature]  
Notary Signature

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

Susan Finkbeiner  
Printed Notary Name

Notary Public in and for in the  
county and state aforesaid

My commission expires:

4/14/2020



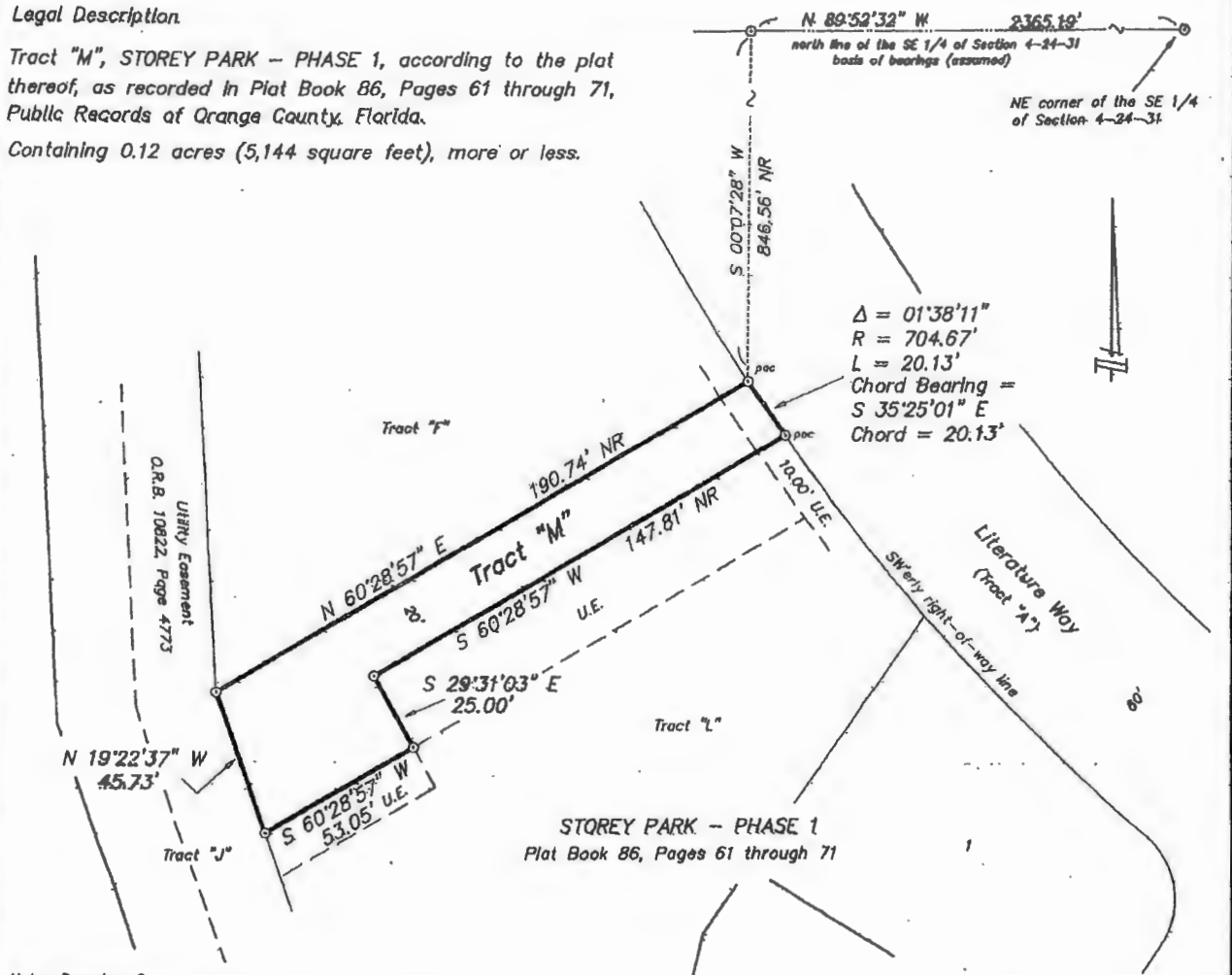
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 OCU PERMIT # 14-U-020  
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GANUNG-BELTON ASSOCIATES, INC.

professional surveyors and mappers

1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656

