



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS


BCC Mtg. Date: November 29, 2016

REAL ESTATE MANAGEMENT ITEM 10

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 WARRANTY
DEED BETWEEN TAYLOR MORRISON OF FLORIDA, INC. AND
ORANGE COUNTY AND AUTHORIZATION TO PERFORM ALL
ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Estancia at Windermere Permit: 15-U-073 OCU File #: 81526

District 1

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

ITEMS: Donation Agreement (Parcel 101)

Warranty Deed (Instrument 101.1)
Cost: Donation
Size: 1,922 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.

NOV 29 2016

Project: Estancia at Windermere Permit: 15-U-073 OCU File #: 81526
Parcel: 101

DONATION AGREEMENT

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS AGREEMENT made between Taylor Morrison of Florida, Inc., a Florida 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 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: 06-23-28-2480-00-002

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 Warranty Deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any.
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 Parcel 101 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), COUNTY 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.

Project: Estancia at Windermere Permit: 15-U-073 OCU File #: 81526
Parcel: 101

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:

Taylor Morrison of Florida, Inc.,
a Florida corporation

By: Chris Tyner

Chris Tyner
Printed Name:

(Corporate Seal)

V.P. Card
Title:

Date: 9/16/2016

COUNTY:

ORANGE COUNTY, FLORIDA

By: Kimberly Heim

Kimberly Heim
Printed Name:

Title Examiner
Title:

Date: November 7, 2016

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"

Tract "B", of ESTANCIA AT WINDERMERE, recorded in Plat Book 89,
Pages 129 through 134, Public Records of Orange County, Florida.

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

Instrument: 101.1

Project: Estancia at Windermere Permit: 15-U-073 OCU File #: 81526

WARRANTY DEED

THIS WARRANTY DEED, Made and executed the 16th day of September, A.D. 2016,
by Taylor Morrison of Florida, Inc., a Florida corporation, having its principal place of business in the city
of Maitland county of Orange, whose address is
2600 Lake Udon Drive Suite 3501, 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, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange
County, Florida:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

06-23-28-2480-00-002

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 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
31, 2015.

Instrument: 101.1

Project: Estancia at Windermere Permit: 15-U-073 OCU File #: 81526

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

Signed, sealed, and delivered
in the presence of:

[Signature]
Witness

Esperanza Maxon
Printed Name

Corinne Jackson
Witness

Corinne Jackson
Printed Name

Taylor Morrison of Florida, Inc.,
a Florida corporation

BY: [Signature]

Chris Treen
Printed Name

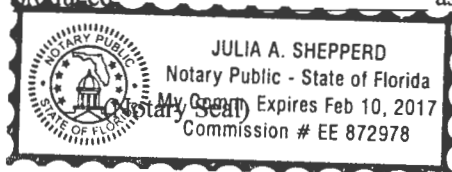
V.P. Land
Title

(Corporate Seal)

(Signature of TWO witnesses required by Florida law)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16th day of September, 2016, by Chris Treen, as V.P. Land Development, on behalf of Taylor Morrison of Florida, Inc., a Florida corporation. He/She ☒ is personally known to me or ☐ has produced _____ as identification.



[Signature]
Notary Signature
Julia A. Shepperd
Printed Notary Name

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

Notary Public in and for
the county and state aforesaid

My commission expires: February 10, 2017

Schedule "A"

Tract "B", of ESTANCIA AT WINDERMERE, recorded in Plat Book 89,
Pages 129 through 134, Public Records of Orange County, Florida.