



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS


BCC Mtg. Date: October 4, 2016

REAL ESTATE MANAGEMENT ITEM 5

DATE: September 16, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Virginia G. Williams, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL OF CONTRACT FOR SALE AND PURCHASE SUBJECT TO AN APPRAISAL THAT SUPPORTS THE PURCHASE PRICE AND WARRANTY DEED BETWEEN ALLEN REAL ESTATE HOLDINGS, LLC AND ORANGE COUNTY, AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: 2-Gen Center District 3 (Invest)

District 3

PURPOSE: To provide for access, construction, operation, and maintenance of a community/resource center.

ITEMS: Contract for Sale and Purchase

Warranty Deed
Cost: \$1,100,000
Size: 2.13 acres

BUDGET: Account No.: 1023-021-0333-6110

FUNDS: \$1,106,030.28 Payable to First American Title Insurance Company
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
County Attorney's Office
Family Services Department
Capital Projects Division
Risk Management Division

REMARKS: The property is located at 576 North Semoran Blvd, south of S.R. 50. Orange County (County) has initiated the process for obtaining appraisals to confirm the acceptability of the purchase price. The due diligence phase is underway for building inspections, soil testing and other such tests to determine the suitability of the property for the County's use.

Grantor to pay documentary stamp tax and all property 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

OCT 04 2016

Prepared by
Kelli Smith, an employee of
First American Title Insurance Company
2233 Lee Road, Suites 101 & 110
Winter Park, Florida 32789
(407)691-5200

Return to: Grantee

File No.: 2021-3642124

DOC# 20170059265
01/31/2017 03:36:39 PM Page 1 of 2
Rec Fee: \$18.50
Deed Doc Tax: \$7,420.00
OOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
PU - Ret To: FIRST AMERICAN TITLE INSU



WARRANTY DEED

This indenture made on **January 27, 2017 A.D.**, by

Allen Real Estate Holdings, LLC, a Florida limited liability company

whose address is: **920 MAIN STREET, WINDERMERE, FL 34786**
hereinafter called the "grantor", to

Orange County, a charter county and political subdivision of the State of Florida

whose address is: **400 EAST SOUTH STREET, 5TH FLOOR, ORLANDO, FL 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:

The North 151 feet of the following described parcel; the South 307 feet of the North 1107 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4, of Section 28, Township 22 South, Range 30 East, Orange County, Florida, less the East 50 feet for highway, being more particularly described as follows:

Commence at the Northeast corner of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 28, Township 22 South, Range 30 East, Orange County, Florida; thence South 00 degrees 00 minutes 00 seconds East, along the East line of said East 1/2 of the Northeast 1/4 of the Northeast 1/4, a distance of 800.00 feet; thence South 89 degrees 48 minutes 16 seconds West a distance of 50.00 feet to the point of beginning. Said point of beginning being on the West right of way line of Semoran Boulevard; thence continue South 89 degrees 48 minutes 15 seconds West a distance of 610 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 151 feet; thence North 89 degrees 48 minutes 15 seconds East a distance of 610 feet to the said West right of way line of Semoran Boulevard; thence North 00 degrees 00 minutes 00 seconds East, along said West right of way line, a distance of 151 feet to the point of beginning.

Parcel Identification Number: **28-22-30-0000-00011**


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 2016.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.


Allen Real Estate Holdings, LLC, a Florida
limited liability company

By: 
Name: Mark L. Allen
Title: President

Signed, sealed and delivered in our presence:


Witness Signature

Print Name: Amanda Hilbert



Witness Signature

Print Name: JULIE MEEHAN

State of **Florida**

County of **Orange**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **January 27, 2017**, by **Mark L. Allen, as President, on behalf of Allen Real Estate Holdings, LLC, a Florida limited liability company**, existing under the laws of the State of , who is/are personally known to me or who has/have produced a valid driver's license as identification.


Notary Public

Amanda S. Hilbert
(Printed Name)

My Commission expires: 4/19/19



{Notarial Seal}

REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: September 6, 2016

Amount: \$1,106,030.28

Project: 2-Gen Center District 3 (Invest)

Parcel: N/A

Charge to Account: 1023-021-0333-6110

Controlling Agency Approval: _____

Fiscal Approval: _____

TYPE TRANSACTION (Check appropriate block{s})
____ Pre-Condensation ____ Post-Condensation XX N/A District # 3

XX Acquisition at Approved Appraisal
____ Acquisition at Below Approved Appraisal
____ Acquisition at Above Approved Appraisal
____ Advance Payment Requested (recording fees)

Name: First American Title Insurance Company

DOCUMENTATION ATTACHED (Check appropriate block{s})

XX Contract/Agreement
____ Copy of (Executed) Instruments
____ Certificate of Value
____ Settlement Analysis

Payable to: First American Title Insurance Company (purchase price and closing costs)

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

Recommended by Virginia G. Williams
Virginia G. Williams, Senior Title Examiner

September 6, 2016
Date

Payment Approved Ann Caswell
Ann Caswell, Manager

9-8-16
Date

Under Ordinance
Approved by _____
Manager, Real Estate Management Division

Date

Certified Lakela Christian
Approved by BCC for Deputy Clerk to the Board

10-4-16
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS: This will be a wire transfer. Wire instructions will be provided in advance of closing.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 04 2016

XX Under BCC Approval

Under Ordinance Approval

Amount: \$1,106,030.28

Parcel: N/A

Controlling Agency Approval:

Fiscal Approval:

Pre-Condernnation Post-Condernnation XX N/A District # 3

Name: First American Title Insurance Company


XX Contract/Agreement
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 Certificate of Value
 Settlement Analysis

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Recommended by Virginia G. Williams
Virginia G. Williams, Senior Title Examiner

September 6, 2016
Date

Payment Approved 
Ann Caswell, Manager

Date 9-8-16

Under Ordinance _____
Approved by _____ Manager, Real Estate Management Division

Date _____

Certified _____
Approved by BCC Deputy Clerk to the Board

Date _____

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS: This will be a wire transfer. Wire instructions will be provided in advance of closing.

CONTRACT FOR SALE AND PURCHASE

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS CONTRACT, made between Allen Real Estate Holdings, LLC, a Florida limited liability company, hereinafter referred to as SELLER, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as BUYER.

WITNESSETH:

WHEREAS, BUYER requires the land described on Exhibit "A" attached hereto for the above referenced project and SELLER agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Number:

28-22-30-0000-00-011

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

1. SELLER agrees to sell and convey said land unto BUYER by Warranty Deed, free and clear of all liens and encumbrances, for the total sum of One Million One Hundred Thousand Dollars (\$1,100,000).
2. This transaction shall be closed and the deed and other closing papers delivered on or before One Hundred Twenty (120) days from the effective date of this CONTRACT. Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801, or at a Title Company designated by the BUYER.
3. SELLER agrees that prior to closing, BUYER shall have the right to make such surveys, topographical surveys, soil test borings, building inspections, tests, and such examinations as it may desire with respect to the property. BUYER, 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. All taxes to the date of closing shall be paid by SELLER at closing.
 - B. Documentary stamp tax shall be paid by SELLER. BUYER shall pay for recording the deed.
 - C. Title insurance shall be paid by BUYER.

- D. Survey shall be paid by BUYER.
 - E. Environmental Report shall be paid by BUYER.
 - F. SELLER will not be charged a closing fee, title search fee, title examination fee, or any other title agency fee by the BUYER'S selected title agency.
5. This CONTRACT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between SELLER and BUYER, made with respect to the matters herein contained, and when duly executed constitute the CONTRACT between SELLER and BUYER. No additions, alterations, or variations to the terms of this CONTRACT shall be valid, nor can provisions of this CONTRACT 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 CONTRACT is contingent upon delivery by SELLER to BUYER in recordable form all instruments necessary to convey clear title to the property.
 - B. This CONTRACT is contingent upon ability to develop/utilize site for proposed County facility with all necessary retention, utilities, waste management, parking, and zoning.
 - C. This CONTRACT is contingent upon an MAI appraisal that supports the purchase price.
 - D. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership.
 - E. SELLER will surrender possession of the property at time of closing and provide sufficient proof there are no unrecorded leases and/or encumbrances on the property. Any existing leases on the property shall terminate prior to Closing and, at that time, existing tenants shall have no further rights to occupy space without written agreement with BUYER.
 - F. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.
 - G. Effective Date: This CONTRACT 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, but not later than October 4, 2016.
 - H. BUYER shall have ninety (90) days after the Effective date, (the "Inspection Period") to determine whether BUYER is willing to accept title to and acquire the property from SELLER. On or before twenty (20) days following the Effective Date of this CONTRACT, BUYER may, at its sole cost and expense, obtain a current commitment for title insurance (ALTA form B, June 17, 2006) committing to insure BUYER 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 SELLER free and clear of all liens, encumbrances or other matters of record whatsoever. In the event that BUYER shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to BUYER in its sole



discretion; BUYER shall notify SELLER of that fact in writing on or before fifteen (15) days following BUYER's receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to BUYER (hereinafter referred to as "Title Defects"), and SELLER may take up to fifteen (15) days to cure or eliminate the Title Defects at SELLER's election and without obligation to incur expense or to initiate legal proceedings. If SELLER 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 SELLER is unable or unwilling to cure or eliminate the Title Defects within the 15-day period so provided, BUYER shall either (a) extend the time period for SELLER to cure or eliminate the title defects, (b) elect to terminate this CONTRACT 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 BUYER elects to terminate this CONTRACT because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to SELLER on or before the expiration of the Inspection Period described herein, this CONTRACT shall terminate. In the event BUYER elects to proceed on its own to cure or eliminate the Title Defects, SELLER agrees to provide its reasonable cooperation in connection with BUYER's efforts but SELLER shall have no obligation to incur expense or to initiate legal proceedings. BUYER may terminate the CONTRACT for any reason at any time during the Inspection Period without penalty.

- I. Survey: Within sixty (60) days of the Effective Date of this CONTRACT, BUYER may obtain a current boundary survey of the property. The survey shall be certified to BUYER 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 BUYER and SELLER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this CONTRACT and legal description of the property set forth on the Survey shall be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to BUYER hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to BUYER, in its sole discretion, these shall be treated as Title Defects. BUYER 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.
- J. Brokerage: Pursuant to Florida Statute 475.25, Rule 21 V-10.033 of the Florida Administrative Code.

CBRE represents the BUYER in this transaction. SELLER shall pay a commission to CBRE in the amount of 3.0% of the Purchase Price, paid at closing. CBRE will be sharing BUYER'S Agent portion of its fee in the referenced transaction with Orange County. Except through separate agreement entered by BUYER with CBRE, BUYER shall have no liability or obligation for any broker's commissions or fees associated with the sale of the property to BUYER or its designee.

A handwritten signature in black ink, appearing to be 'MLA', is located in the bottom right corner of the page.

Commercial Real Estate Professionals, Inc. represents the SELLER in this transaction. SELLER shall pay a commission to Commercial Real Estate Professionals, Inc. in the amount of 0% of the Purchase Price or No Dollars (\$0.00).

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the dates written below.

Allen Real Estate Holdings, LLC, a Florida limited liability company, SELLER

920 MAIN STREET

Post Office Address

WINDERMERE, FLORIDA 34786

BY: Mark L. Allen
Mark L. Allen, President

DATE: 8-19-2016

And

Orange County, Florida, BUYER

BY: [Signature]
, Its Agent

DATE: 9-8-16

EXHIBIT "A"

THE NORTH 151 FEET OF THE FOLLOWING DESCRIBED PARCEL; THE SOUTH 307 FEET OF THE NORTH 1107 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA , LESS THE EAST 50 FEET FOR HIGHWAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 800.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID POINT OF BEGINNING BEING ON THE WEST RIGHT OF WAY LINE OF SEMORAN BOULEVARD; THENCE CONTINUE SOUTH 89 DEGREES 48 MINUTES 15 SECONDS WEST A DISTANCE OF 610 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 151 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 15 SECONDS EAST A DISTANCE OF 610 FEET TO THE SAID WEST RIGHT OF WAY LINE OF SEMORAN BOULEVARD; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 151 FEET TO THE POINT OF BEGINNING.

A handwritten signature in black ink, appearing to be 'MZU', located in the bottom right corner of the page.

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.

A handwritten signature in black ink, appearing to be 'MZA', is located in the bottom right corner of the page.