



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 16

DATE: August 24, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Kim Heim, Senior Title Examiner *KH*
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 RITA J. FRIEDMAN AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY ALL CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Westwood Blvd Ext (Friedman property)

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of road improvements.

ITEMS: Donation Agreement (Parcel 1001)

Warranty Deed (Instrument 1001.1)
Cost: Donation
Size: 11,552.799 square feet

BUDGET: Account No.: 1003-072-2766-6110

Real Estate Management Division
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Page 2

FUNDS: \$1,366.20 Payable to First American Title Insurance Company
(all closing costs)

APPROVALS: Real Estate Management Division
Public Works Department
Risk Management Division

REMARKS: Grantor has agreed to donate a portion of their property for the extension
of Westwood Boulevard.

Owner to pay prorated taxes. County to pay all closing costs.

REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: August 13, 2018
Project: Westwood Blvd. Ext (Friedman property)

Amount: \$1,366.20

Charge to Account: 1003-072-2766-6110

Controlling Agency Approval: _____

Fiscal Approval: _____

TYPE TRANSACTION (Check appropriate block{s})
 Pre-Condemnation Post-Condemnation N/A District # 1

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested (All closing costs)

Name:
\$1,366.20 First American Title Insurance
Company
(All closing costs)

DOCUMENTATION ATTACHED (Check appropriate block{s})

- Donation Agreement
- Copy of Instruments
- Certificate of Value
- Settlement Analysis

Payable to: \$1,366.20 First American Title Insurance Company

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

Recommended by *Kimberly Heim* 8/15/18
 Kimberly Heim, Senior Title Examiner Date

Payment Approved *Paul Sladek* 8/15/18
 Paul Sladek, Manager Date

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

Certified Approved by BCC *Lahela Louie* SEP 11 2018
 Deputy Clerk to the Board Date

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

REMARKS:

APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
 SEP 11 2018

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: August 13, 2018
Project: Westwood Blvd. Ext (Friedman property)

Amount: \$1,366.20

Charge to Account: 1003-072-2766-6110

OK 8/20/18

DEC 08/19/18

Controlling Agency Approval: 

8/20/18

Fiscal Approval: 

8/20/18

TYPE TRANSACTION (Check appropriate block(s))
 Pre-Condemnation Post-Condemnation XX N/A District # 1

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- X Advance Payment Requested (All closing costs)

Name:
\$1,366.20 First American Title Insurance
Company
(All closing costs)


DOCUMENTATION ATTACHED (Check appropriate block(s))

- X Donation Agreement
- X Copy of Instruments
- Certificate of Value
- Settlement Analysis

Payable to: \$1,366.20 First American Title Insurance Company

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

Recommended by  8/15/18
Kimberly Helm, Senior Title Examiner Date

Payment Approved  8/15/18
Paul Sladek, Manager Date

Under Ordinance Approved by Assistant 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:

Parcel: 1001
Project: Westwood Blvd. Ext. (Friedman property)

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 11 2018

DONATION AGREEMENT

COUNTY OF ORANGE
STATE OF FLORIDA

THIS AGREEMENT made between Rita J. Friedman, a married person, 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:
23-24-28-5844-00-680

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 donate and convey said land, referred to as Parcel 1001 of the above referenced project, 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. 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 1001 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.

Parcel: 1001

Project: Westwood Blvd. Ext. (Friedman property)

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. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

Parcel: 1001
Project: Westwood Blvd. Ext. (Friedman property)

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:

Rita J. Friedman
Rita J. Friedman

COUNTY:

ORANGE COUNTY, FLORIDA

By: Kimberly Heim
Kimberly Heim, Senior Title Examiner

Date: 08/24/18

This instrument prepared by:
Virginia G. Williams, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

**Parcel 101, Estate: Fee Simple
Purpose: Right-of-Way**


EXHIBIT "A"

Legal Description:

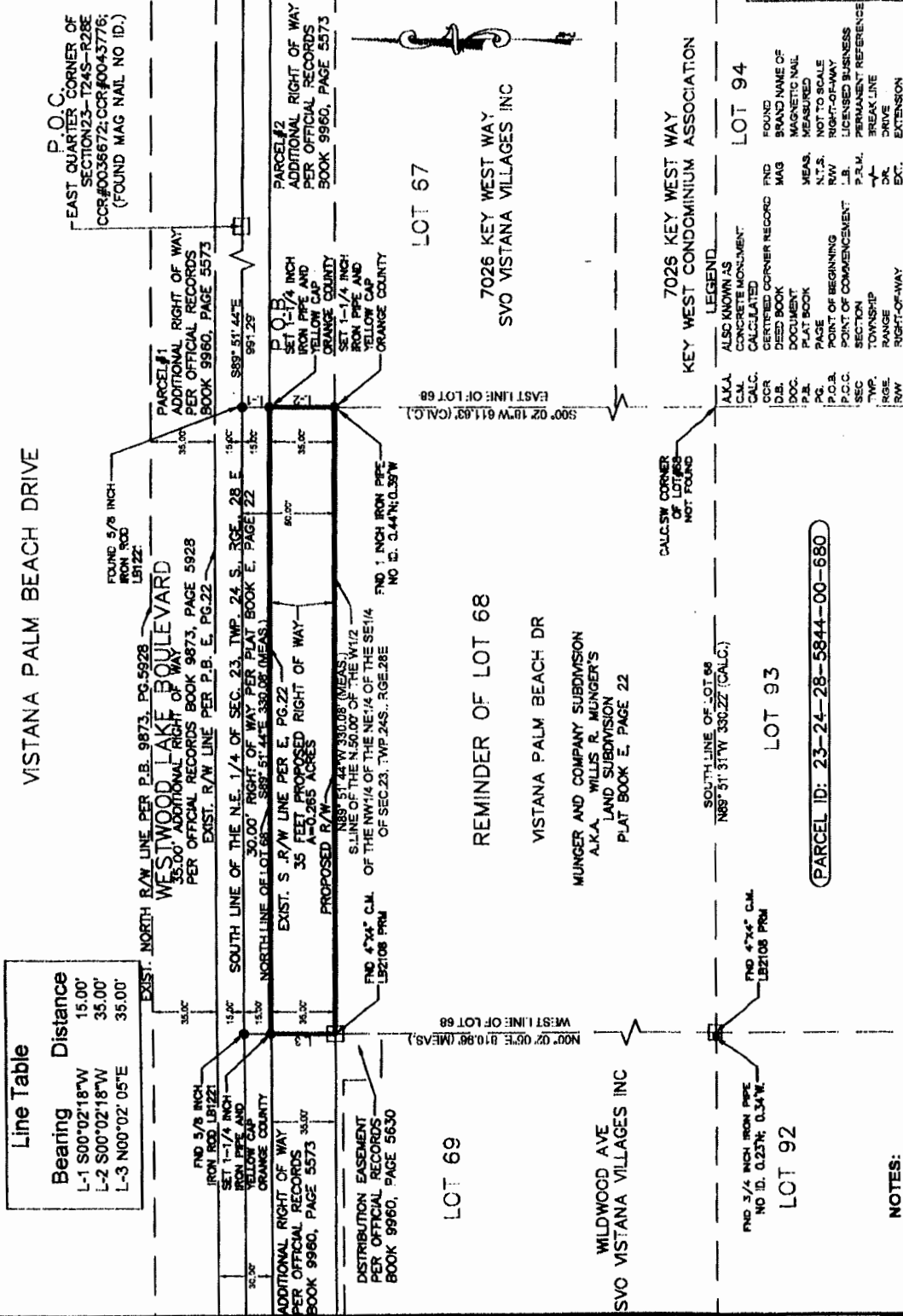
A portion of Lot 68, Munger and Company Subdivision of Section 23, Township 24 South, Range 28 East, Orange County, Florida, As Recorded in Plat Book E, Page 22 Pubic Records of Orange County, Florida, more particularly described as follows:

Commencing at the East Quarter corner of Section 23, Township 24 South, Range 28 East, Orange County, Florida, being a found Mag Nail no ID.; thence run North 89 degrees 51 minutes 44 seconds West, along the south line of Northeast quarter of said Section 23, a distance of 991.29 feet to a point on the northerly extension of the east line of the aforesaid Lot 68, said point being a recovered 5/8 inch Iron Rod and Yellow cap LB1221; thence run South 00 degrees 02 minutes 18 seconds West, along said East line a distance of 15.00 feet to the POINT OF BEGINNING, said point being a set 1-1/4" Iron Pipe and yellow cap Orange County; thence run South 00 degrees 02 minutes 18 seconds West , along the East line of the Lot 68, a distance of 35.00 feet to the South line of the North 50.00 feet of the West half of the Northwest quarter of the Northeast quarter of the Southeast quarter of said Section 23, said line being parallel and perpendicular to the South line of said Northeast quarter of Section 23, Township 24 South, Range 28 East, said point being a set 1-1/4 inch iron pipe and yellow cap Orange County; thence run North 89 degrees 51 minutes 44 seconds West a distance of 330.08 feet to a point on the West line of the Lot 68, said point being a found 4 inch by 4 inch Concrete Monument LB 2108 PRM; thence run North 00 degrees 02 minutes 05 seconds East a distance of 35.00 feet to the South Right-of-Way line per Plat Book E, Page 22, said point being a set 1-1/4 inch iron pipe and yellow cap Orange County; thence run along said South Right-of-Way line South 89 degrees 51 minutes 44 seconds East, a distance of 330.08 feet to the POINT OF BEGINNING.

Containing 11,552.799 square feet, 0.265 acres more or less.

			PREPARED FOR: Engineering - Right-of-Way	
DRAWN BY: Alexey Gilov	DATE: 3/7/2018	SECTION: 23	 PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32836-9205 (407) 836-7940	DRAWING SCALE: NTS
CHECKED BY: Daynes	JOB No: 8143	TOWNSHIP: 24		PROJECT NUMBER
APPROVED BY: Daynes	DRAWING FILE: 8143 Westwood Blvd Ext	RANGE: 28		8143
REVISION DATE:		SHEET 1 OF 2		

Parcel 101, ESTATE: FEE SIMPLE Purpose: RIGHT-OF-WAY



NOTES:

- BEARINGS ARE BASED ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 23, TWP. 24 S., RGE. 28E BEING S 89°51'44" E.
- THIS BOUNDARY SURVEY AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
- THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
- NO IMPROVEMENTS ABOVE OR BELOW GROUND, OTHER THAN THOSE SHOWN, WERE LOCATED.

PREPARED FOR:
Engineering -
Right-of-Way

DRAWING SCALE:
1" = 80'

PROJECT NUMBER:
8143

MAP OF BOUNDARY SURVEY
Certified to: Orange County, Florida
First American Title Insurance Company

LEGEND:

ALSO KNOWN AS	LEGEND
C.M.	CONCRETE MONUMENT
COR.	CERTIFIED CORNER RECORD
D.B.	DEED BOOK
D.O.C.	DOCUMENT
P.B.	PLAT BOOK
P.G.	PAGE
P.O.B.	POINT OF BEGINNING
P.C.C.	POINT OF COMMENCEMENT
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
DR.	DRIVE
EXT.	EXTENSION
R/W	RIGHT-OF-WAY

PARCEL ID: 23-2-28-5844-00-680

ORANGE COUNTY GOVERNMENT FLORIDA

DRAWN BY: Alexey Gilev	DATE: 3/8/18	SECTION: 23	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 	DRAWING SCALE: 1" = 80'
CHECKED BY: Daynes	JOB No: 8143	TOWNSHIP: 24		PROJECT NUMBER 8143
APPROVED BY: Daynes	DRAWING FILE: 8143 Westwood Blvd Ext.	RANGE: 28		
REVISION DATE:		SHEET 2 OF 2		

EXHIBIT "B"

DUE DILIGENCE CONTINGENCY

I. COUNTY may obtain a report ("Environmental Survey") by a qualified consultant or consultants, including members of 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;**
- (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. 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 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 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.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 11 2018

THIS IS A DONATION

Instrument: 1001.1
Project: Westwood Blvd. Ext. (Friedman property)

WARRANTY DEED

THIS WARRANTY DEED, Made the 3 day of July, A. D. 20 18, by Rita J. Friedman, a married person, 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 32802-1393, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, 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:

a portion of

23-24-28-5844-00-680

THIS IS NOT NOW, nor has it ever been, the homestead property of the GRANTOR 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 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 does hereby fully warrant 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, 2017.

Instrument: 1001.1
Project: Westwood Blvd. Ext. (Friedman property)

IN WITNESS WHEREOF, the said GRANTOR has hereunto set her hand the date first above written.

Signed, sealed and delivered
in the presence of:

J. Tyler Toryk
Witness

J. Tyler Toryk
Printed Name

Matthew Z Lis
Witness

Matthew Z Lis
Printed Name

Rita J. Friedman
Rita J. Friedman

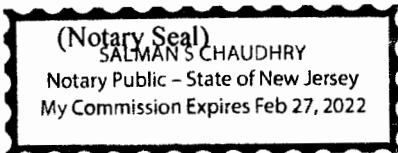
35 Clearwater Dr.
Post Office Address

Willingboro, NJ 08046

(Signature of TWO witnesses required by Florida law)

STATE OF New Jersey
COUNTY OF Camden

The foregoing instrument was acknowledged before me this 3 day of July, 2018, by Rita J. Friedman, a married person, [] who is personally known to me or [] who has produced NJ Drivers License as identification.



Salman Chaudhry
Notary Signature
Salman Chaudhry
Printed Notary Name

This instrument prepared by:
Virginia G. Williams, 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: 02/27/2022

**Parcel 101, Estate: Fee Simple
Purpose: Right-of-Way**


EXHIBIT "A"

Legal Description:

A portion of Lot 68, Munger and Company Subdivision of Section 23, Township 24 South, Range 28 East, Orange County, Florida, As Recorded in Plat Book E, Page 22 Pubic Records of Orange County, Florida, more particularly described as follows:

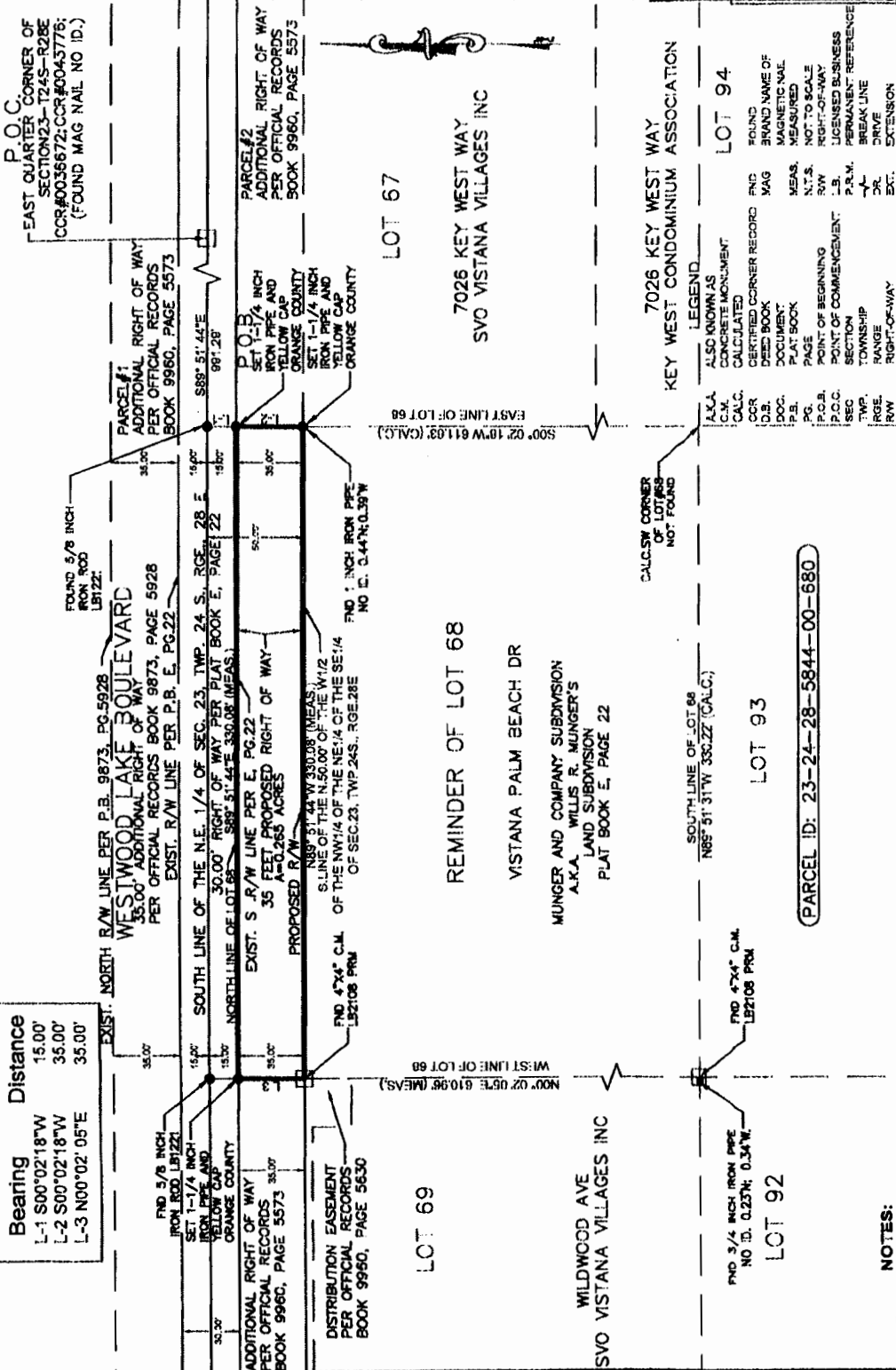
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Containing 11,552.799 square feet, 0.265 acres more or less.

DRAWN BY: Alexey Gilev			DATE: 3/7/2018	SECTION: 23	 <p>PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-8205 (407) 838-7940</p>	PREPARED FOR: Engineering - Right-of-Way
CHECKED BY: Daynes			JOB No: 8143	TOWNSHIP: 24		DRAWING SCALE: NTS
APPROVED BY: Daynes			DRAWING FILE: 8143 Westwood Blvd Ext	RANGE: 28		PROJECT NUMBER 8143
REVISION DATE:				SHEET 1 OF 2		

Parcel 101, ESTATE: FEE SIMPLE
Purpose: RIGHT-OF-WAY

VISTANA PALM BEACH DRIVE



Line Table

Bearing	Distance
L-1 S00°02'18"W	15.00'
L-2 S00°02'18"W	35.00'
L-3 N00°02'05"E	35.00'

NOTES:

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- NO IMPROVEMENTS ABOVE OR BELOW GROUND, OTHER THAN THOSE SHOWN, WERE LOCATED.

MAP OF BOUNDARY SURVEY

Certified to: Orange County, Florida
 First American Title Insurance Company

HERBERT GREEN, SURVEYOR
 HERBERT GREEN SURVEYING & CONSULTING, INC.
 11000 W. UNIVERSITY BLVD., SUITE 100
 ORLANDO, FLORIDA 32835-3000
 (407) 261-1100
 LICENSE NO. 12578

DRAWN BY: Alexey Gilev	DATE: 3/8/18	SECTION: 23
CHECKED BY: Daynes	JOB No: 8143	TOWNSHIP: 24
APPROVED BY: Daynes	DRAWING FILE:	RANGE: 28
REVISION DATE:	8143 Westwood Blvd Ext.	SHEET 2 OF 2

PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION

4200 SOUTH JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32838-9205
 (407) 836-7940

DRAWING SCALE: 1" = 80'
PROJECT NUMBER 8143