





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 9

**DATE:** November 13, 2018

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

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

**FROM:** Theresa A. Avery, Senior Acquisition Agent   
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** APPROVAL OF DONATION AGREEMENT AND QUIT CLAIM DEED BETWEEN COMMUNITY DEVELOPERS OF ORANGE COUNTY, INC. AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY ALL RECORDING FEES AND RECORD INSTRUMENT

**PROJECT:** Pump Station 3328 (Meadow Woods 4)  
  
District 4

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

**ITEMS:** Donation Agreement (Parcel 101)  
  
Quit Claim Deed (Instrument 101.1)  
Cost: Donation  
Size: 2,482.92 square feet

**BUDGET:** Account No.: 4420-038-1503-63-6110

**FUNDS:** \$27.70 Payable to Orange County Comptroller  
(all recording fees)

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

**REMARKS:** County to pay all recording fees.

# REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: August 14, 2018

Amount: \$27.70

Project: Pump Station 3328 (Meadow Woods 4)

Parcels: 101

Charge to Account # 4420-038-1503-63-6110

[Signature] 11/12/18  
Controlling Agency Approval Date  
[Signature] 11/12/18  
Fiscal Approval Date

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

N/A District # 4

Acquisition at Approved Appraisal  
Acquisition at Below Approved Appraisal  
Acquisition at Above Approved Appraisal  
Advance Payment Requested  
X Donation of Pre-Existing Pump Station

\$ 27.70 Recording fees

DOCUMENTATION ATTACHED (Check appropriate block{s})

X Donation Agreement  
X Copy of Executed Instrument (QCD)  
Certificate of Value  
Settlement Analysis

Payable to: Orange County Comptroller

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

Recommended by [Signature]  
Theresa A. Avery, Senior Acquisition Agent

11/13/18  
Date

Payment Approved [Signature]  
Paul Sladek, Manager, Real Estate Management Division

11/12/18  
Date

or  
Payment Approved \_\_\_\_\_  
Russell Corriveau, Asst. Mgr., Real Estate Management Div.

\_\_\_\_\_  
Date

Certified [Signature]  
Approved by BCC for Deputy Clerk to the Board

DEC 05 2018  
Date

Examined/Approved \_\_\_\_\_  
Comptroller/Government Grants

\_\_\_\_\_  
Check No. / Date

## REMARKS:

Anticipated Closing Date: This is a Donation/Closing Date is based on the BoCC Agenda 10/30/2018.

Please Contact Acquisition Agent 407-836-7084 if there are any questions.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
DEC 04 2018

Project: Pump Station 3328 (Meadow Woods 4)  
Parcel: 101

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

**DEC 04 2018**

## **DONATION AGREEMENT**

**COUNTY OF ORANGE  
STATE OF FLORIDA**

THIS AGREEMENT made between Community Developers of Orange County, Inc., An administratively dissolved 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:  
24-24-29-0000-00-025**

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, referred to as Parcel 101 of the above referenced project, unto COUNTY by Quit Claim 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 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. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

Project: Pump Station 3328 (Meadow Woods 4)  
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.

**\*\*THIS AGREEMENT IS BEING GIVEN BY OWNER PURSUANT TO SECTION 607.1405(1), FLORIDA STATUTES, FOR THE PURPOSE OF WINDING UP AND LIQUIDATING THE BUSINESS AND AFFAIRS OF THE OWNER.**

The parties hereto have executed this AGREEMENT on the date(s) written below.

**OWNER:**

Community Developers of Orange County, Inc.,  
an administratively dissolved Florida  
corporation

By: Bernard Eckstein  
Bernard Eckstein, Director

Date: July 20, 2018

**COUNTY:**

ORANGE COUNTY, FLORIDA

By: Theresa Avery  
Theresa Avery, Acquisition Agent

Date: July 27, 2018

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

S:\Forms & Master Docs\Project Document Files\I\_Misc. Documents\P\Pump Station 3328 (Meadow Woods 4) 101 DA.doc 6/6/18kh  
Revised 06-29-18sr

EXHIBIT "A"

50 BY 50 FOOT WIDE UTILITY TRACT

A part of the East 1/2 of Section 24, Township 24 South, Range 29 East, Orange County, Florida, being more fully described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 24; thence N.  $00^{\circ} 13' 27''$  E., along the West line thereof 1593.69 feet; thence S.  $89^{\circ} 46' 33''$  E., 1547.21 feet for the POINT OF BEGINNING; thence S.  $46^{\circ} 13' 33''$  E., 50.00 feet; thence N.  $54^{\circ} 43' 03''$  E., 50.00 feet; thence N.  $46^{\circ} 13' 33''$  W., 50.00 feet; thence S.  $54^{\circ} 43' 03''$  W., 50.00 feet to the POINT OF BEGINNING.

Containing 0.057 acres more or less.

## **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;**
- (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 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 SELLER of such unacceptability with no party to this AGREEMENT having any further liability to any other.**



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**DEC 04 2018**

THIS IS A DONATION

Parcel: 101.1

Project: Pump Station 3328 (Meadow Woods 4)

### QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this 20th day of July A.D., 2018, by Community Developers of Orange County, Inc., an administratively dissolved Florida corporation 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 \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in Orange County, Florida, to-wit:

**SEE ATTACHED EXHIBIT "A"**

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

**24-24-29-0000-00-025**

**\*\*This deed is being given by GRANTOR, pursuant to Section 607.1405(1), Florida Statutes, for the purpose of winding up and liquidating the business and affairs of the GRANTOR.\*\***

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the said GRANTEE forever.

Parcel: 101.1

Project: Pump Station 3328 (Meadow Woods 4)

IN WITNESS WHEREOF, the said GRANTOR has signed these presents the day and year first above written.

Signed, and delivered in  
the presence of:

Michele Ray  
Witness

Michele Ray  
Printed Name

Clara L. Diaz  
Witness

CLARA L. DIAZ  
Printed Name

Community Developers of Orange County, Inc.,  
an administratively dissolved Florida corporation

Bernard Eckstein

Bernard Eckstein

Print Name

Director

Title

(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20th day of July, 2018, by  
Bernard Eckstein, as Director, of Community Developers of  
Orange County, Inc., an administratively dissolved Florida corporation, on behalf of the corporation. He is  
personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Seal)

Clara L. Diaz  
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

Printed Notary Name

Notary Public in and for the  
county and state aforesaid

My commission expires:

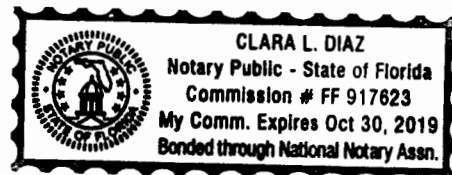


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