



Interoffice Memorandum

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**JUL 16 2013** NP/JM

REAL ESTATE MANAGEMENT ITEM 8

**DATE:** June 27, 2013

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

**THROUGH:** John D. Terwilliger, Director *JDT*  
Administrative Services Department

**FROM:** Linda Hinote, Title Examiner *LH*  
Real Estate Management Division

**CONTACT PERSON:** **Ann Caswell, Assistant Manager**

**DIVISION:** **Real Estate Management**  
**Phone: 836-7082**

**ACTION REQUESTED:** APPROVAL OF DONATION AGREEMENT AND GENERAL WARRANTY DEED FROM ORLANDO AUTO LAND, LLC TO ORANGE COUNTY AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** Chickasaw Trail (N. of SR 50) Sutherlin Nissan Parcel  
  
District 3

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

**ITEMS:** Donation Agreement  
  
General Warranty Deed (Parcel 101)  
Cost: Donation  
Size: 33,541.20 square feet

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

Real Estate Management Division  
Agenda Item 8  
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**REMARKS:** Grantor to pay all closing costs.

**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.**

Parcel: 101  
Project: Chickasaw Trail (N. of SR 50)  
Sutherlin Nissan Parcel

### DONATION AGREEMENT

COUNTY OF ORANGE  
STATE OF FLORIDA

THIS AGREEMENT is made between Orlando Auto Land, LLC, a Florida limited liability company, whose mailing address is 1855 Luke King Parkway, Buford, GA 30519 hereinafter referred to as OWNER, and ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose mailing address is PO Box 1393, Orlando FL 32802-1393 hereinafter referred to as COUNTY.

#### WITNESSETH:

WHEREAS, COUNTY requires the land described on Exhibit "A" attached hereto for the Right-of-Way acquisition for the above referenced project and OWNER agrees to furnish said land for such purpose.

**Property Appraiser's Parcel Identification Number:  
a portion of 13-22-30-1323-00040 (the "Conveyed Lands")**

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 described in Exhibit A unto COUNTY by Warranty Deed, free and clear of all liens and encumbrances, except easements of record acceptable to COUNTY, if any.
2. Thirty (30) days prior to conveyance of the Conveyed Lands, OWNER shall deliver to COUNTY, at OWNER's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance in the amount of \$115,000.00 naming COUNTY as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to COUNTY within thirty (30) days of the conveyance of the Conveyed Lands.
3. OWNER shall pay all costs associated with the conveyance of the Conveyed Lands, including title insurance, Phase I ESA, recording fees and documentary stamps related to such conveyance.
4. 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.
5. Ad valorem property taxes shall be prorated as of the closing date. OWNER'S share of prorated taxes shall be paid at closing by check payable to Orange County Tax Collector, unless closing is held between November 1<sup>st</sup> and December 31<sup>st</sup> of the year of conveyance, in which case ad valorem taxes shall be paid in full by OWNER for the year of conveyance.

Parcel: 101  
Project: Chickasaw Trail (N. of SR 50)  
Sutherlin Nissan Parcel

6. At least 30 days prior to conveyance, OWNER shall submit to COUNTY a current (within 6 months of conveyance to COUNTY) Phase I environmental audit of the areas encompassed by the Conveyed Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-05. In the event the Phase I environmental audit presents a matter of concern, as determined by COUNTY, then prior to the conveyance, OWNER shall submit to COUNTY a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) OWNER shall remediate the Conveyed Lands to COUNTY's satisfaction prior to the conveyance; or (ii) OWNER and COUNTY shall negotiate and enter into a separate agreement whereby OWNER shall pay the full cost of remediation; or (iii) COUNTY may terminate this AGREEMENT at its option.
7. 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.
8. OWNER shall execute and deliver to County the "Disclosure of Beneficial Interests" if required pursuant to section 286.23, Florida Statutes.

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:**

Orlando Auto Land, LLC  
a Florida limited liability company

BY: George A. Sutherlin  
George A. Sutherlin, Managing Member

DATE: 6/14/13

**COUNTY:**

ORANGE COUNTY, FLORIDA

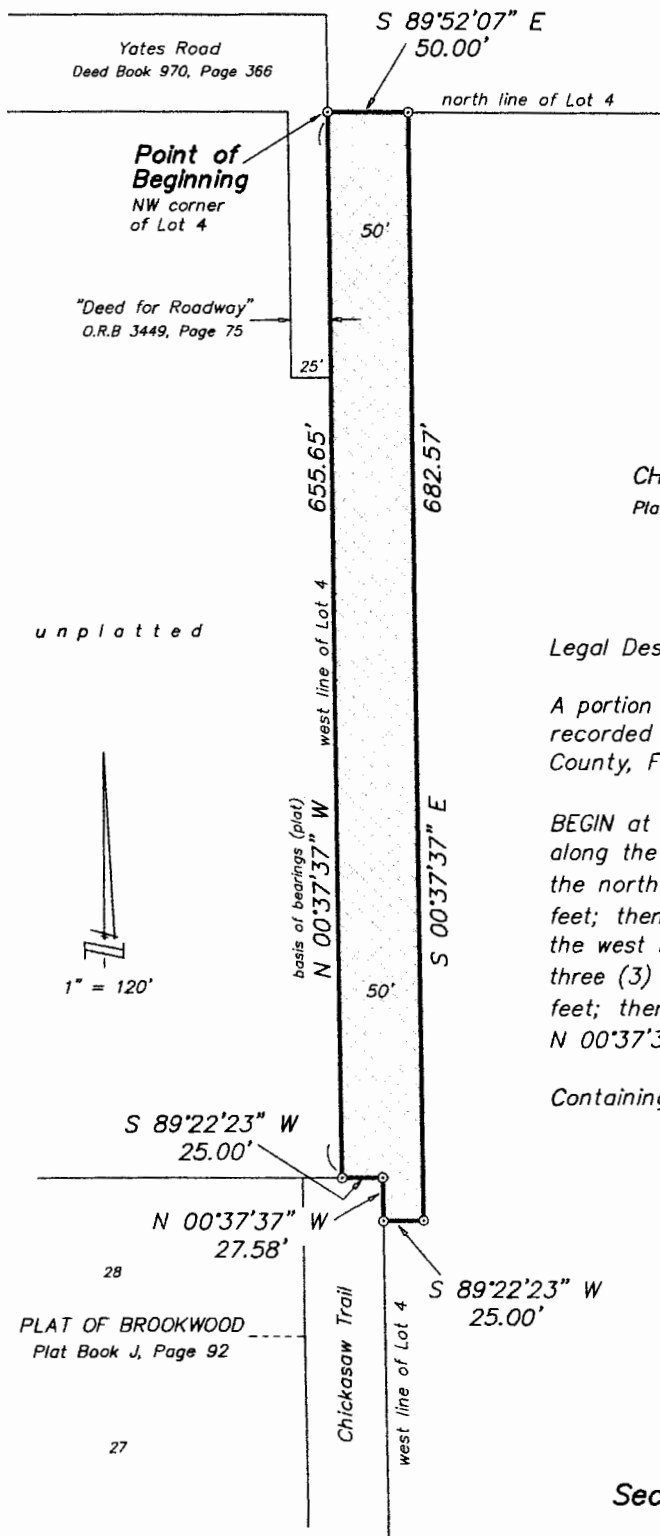
By: Linda Hinote  
Linda Hinote  
Printed Name

DATE: 6/21/2013

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

# EXHIBIT A

unplatted



Not a Boundary Survey.

Legal description was prepared by the Surveyor.

### 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.

Lot 4

**CHICKASAW CORNERS**

Plat Book 29, Page 8 and 9

### Legal Description

A portion of Lot 4, CHICKASAW CORNERS, according to the plat thereof, as recorded in Plat Book 29, Pages 8 and 9, Public Records of Orange County, Florida, described as follows:

BEGIN at the northwest corner of said Lot 4; thence run S 89°52'07" E, along the north line thereof, a distance of 50.00 feet; thence, departing the north line of said Lot 4, run S 00°37'37" E, a distance of 682.57 feet; thence run S 89°22'23" W, a distance of 25.00 feet to a point on the west line of said Lot 4; thence run along said west line the following three (3) courses and distances: run N 00°37'37" W, a distance of 27.58 feet; thence run S 89°22'23" W, a distance of 25.00 feet; thence run N 00°37'37" W, a distance of 655.65 feet to the POINT OF BEGINNING.

Containing 0.77 acres, more or less.

### Sketch of Description

of lands situated in

Section 13, Township 22 South, Range 30 East  
Orange County, Florida

PREPARED FOR:

Orlando Auto Land, LLC

JOB NO.

1207.5

SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RUBBER SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

SHEET

1 of 1

DATE

2/01/13

SCALE

As Noted



**GANUNG - BELTON ASSOCIATES, INC.**

professional surveyors and mappers

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

68A LB No. 7190  
238  
CLAYTON

APPROVED

BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

Prepared by and Return to:

Gregg R. Lehrer, Esq.

**GRAYROBINSON, P.A.**

301 East Pine Street, Suite 1400

Orlando, Florida 32801

**JUL 16 2013 NP/JM**

Project: Chickasaw Trail (N. of SR50)

Sutherland Nissan Parcel

Parcel: 101

Parcel I.D. Number:

Being a portion of 13-22-30-1323-00040

**Note to Recorder: Documentary stamp taxes in the amount of \$805.00 are being paid in connection with this conveyance as required pursuant to F.S. 201.02.**

SPACE ABOVE LINE RESERVED FOR RECORDING

### GENERAL WARRANTY DEED

This Indenture, made this 14<sup>th</sup> day of June, 2013, between **ORLANDO AUTO LAND, LLC**, a Florida limited liability company, whose address is 1855 Luke King Parkway, Buford, Georgia 30519 ("Grantor") and **ORANGE COUNTY, a charter county and political subdivision of the State of Florida** ("Grantee"), whose post office address is P.O. Box 1393, Orlando, Florida 32802;

**WITNESSETH**, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Orange County, Florida, to-wit:

**SEE EXHIBIT "A", ATTACHED HERETO AND INCORPORATED 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 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 for *ad valorem* taxes for 2013 and all subsequent years and easements, covenants, conditions, restrictions and declarations of record.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ORLANDO AUTO LAND, LLC, a Florida limited liability company

Jane H Christian  
First Witness  
Printed Name: JANE H. CHRISTIAN

By: George A. Sutherlin  
Name: George A. Sutherlin  
Title: Managing Member

Tessa Larson  
Second Witness  
Printed Name: Tessa Larson

STATE OF GEORGIA  
COUNTY OF Winnett

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2013 by George A. Sutherlin as Managing Member of Orlando Auto Land, LLC, a Florida limited liability company, on behalf of the limited liability company (check one)  who are personally known to me, or  who produced \_\_\_\_\_ as identification.



Shannon D Godsted  
Signature of Notary Public  
Printed Name: Shannon D Godsted  
Commission Expiration Date: 07-21-2013

**EXHIBIT "A"**

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