



Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: Feb. 9, 2016

REAL ESTATE MANAGEMENT ITEM 4

DATE: January 28, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager *AC*
Real Estate Management Division

FROM: Kim Heim, Title Examiner *KH*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF DONATION AGREEMENT BETWEEN APOPKA WOODS, LLC AND ORANGE COUNTY, WARRANTY DEED FROM APOPKA WOODS, LLC TO ORANGE COUNTY AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Apopka Woods Subdivision OCU Permit: 14-E-006 OCU File #: 76285
District 2

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

ITEMS: Donation Agreement
Warranty Deed
Cost: Donation
Size: 2,007.8 square feet

APPROVALS: Real Estate Management Division
Utilities Department
Risk Management Division

REMARKS: This lift station tract is being donated to the County for the benefit of the Apopka Woods Subdivision.

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.

DONATION AGREEMENT

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS AGREEMENT made between Apopka Woods, LLC, a Florida limited liability company, 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 the above referenced project and said OWNER agrees to furnish said land for such purpose.

**Property Appraiser's Parcel Identification Number:
32-21-28-0235-00-005**

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.
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 in connection with the conveyance of said land shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to Orange 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 property 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. County may, at its cost and expense, obtain the referenced Environmental Survey Report.

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), Owner 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 purchase price (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 ten (10) 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 10-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, COUNTY may obtain a current boundary survey of the property. The survey shall be certified to COUNTY and First American Title Insurance Company and prepared in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 61G17-6, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/ACSM Land Title Survey Standards. Upon COUNTY'S 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 COUNTY hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to COUNTY, in its sole discretion, these shall be treated as Title Defects. COUNTY may in its sole discretion, treat these as "Exceptions," as defined herein.


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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.

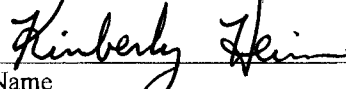
OWNER:
Apopka Woods, LLC,
a Florida limited liability company

BY: North Mark Construction, LLC,
an Illinois limited liability company,
as Manager

By 
Julie A. Pelock
Manager/President

Date: 11/5/15

COUNTY
Orange County, Florida


Name

Kimberly Heim
Print Name

Title Examiner
Title

Date: 1/13/16

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 E, APOPKA WOODS SUBDIVISION, according to the plat thereof as recorded in Plat Book 86, Pages 123 to 125, in the 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
FEB 09 2016

THIS IS A DONATION

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WARRANTY DEED

THIS WARRANTY DEED, Made and executed the 3 day of November, A.D. 20 15, by Apopka Woods, LLC, a Florida limited liability company, whose address is 55 W. Monroe Street, Suite 1200, Chicago, Il 60603, 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:

Tract E, APOPKA WOODS SUBDIVISION, according to the plat thereof as recorded in Plat Book 86, Pages 123 to 125, in the Public Records of Orange County, Florida

Property Appraiser's Parcel Identification Number: 32-21-28-0235-00-005

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 GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to sell and convey said land; that 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 31, 2015.

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

Signed, sealed, and delivered
in the presence of:

Apopka Woods, LLC,
a Florida limited liability company

[Signature]
Witness

BY: North Mark Construction, LLC,
an Illinois limited liability company,
as Manager

Arcanthon Mize
Printed Name

BY: [Signature]
Julie A. Pelock
Manager/President

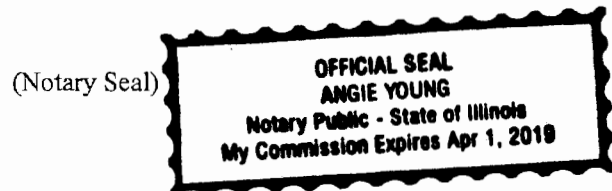
[Signature]
Witness

Kyle Young
Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF Illinois
COUNTY OF Kane

The foregoing instrument was acknowledged before me this 5 day of November, 2015 by Julie A. Pelock as Manager/President of North Mark Construction, LLC, an Illinois limited liability company, as the Manager of Apopka Woods, LLC, a Florida limited liability company, on behalf of the limited liability company. She is ~~is~~ personally known to me or has produced _____ as identification.



[Signature]
Notary Signature
ANGIE YOUNG
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 Illinois
the County and State aforesaid Kane
My commission expires 4/1/19