



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 05 2015 *NE/KH*

REAL ESTATE MANAGEMENT ITEM 4

DATE: April 17, 2015

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Russell L. Corriveau, Acquisition Agent *RLC*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF DONATION AGREEMENT AND WARRANTY DEED BETWEEN ADVENTIST HEALTH SYSTEM/SUNBELT, INC. AND ORANGE COUNTY, AUTHORIZATION TO DISBURSE FUNDS TO PAY CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Michigan Street Donation
District 3

PURPOSE: To provide for additional office space.

ITEMS: Donation Agreement (Parcel 101)
Warranty Deed (Instrument 101.1)
Cost: Donation
Land size: 1.054 acres
Building size: 4,008 square feet

ACCOUNT: Account No.: 0001-043-0201-3189

FUNDS: \$4,021.78 Payable to First American Title Insurance Company
(closing costs)

APPROVALS: Health Services Department
Real Estate Management Division
Capital Projects Division
Facilities Management Division
Risk Management Division

REMARKS: This property is located at 507 East Michigan Street. It is currently being leased by Orange County for office space for Health Services Department. The property owner has offered to donate this property to Orange County in as-is condition. The current lease will terminate once the County becomes the owner.

Owner to pay documentary stamp tax and pro-rated 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.

Project: Michigan Street Donation

Parcel: 101

APPROVED

BY ORANGE COUNTY BOARD

OF COUNTY COMMISSIONERS

MAY 05 2015 NP/KH

DONATION AGREEMENT

COUNTY OF ORANGE
STATE OF FLORIDA

THIS AGREEMENT made between Adventist Health System/Sunbelt, Inc., a Florida non-profit corporation, hereinafter referred to as OWNER, and ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, the COUNTY is willing to accept property located at 507 East Michigan Street, Orlando, Florida as described below and said OWNER has offered and agreed to donate said land to the County.

Lots 34, 35, 36, 37, 63, 64 and 65, and the West ½ of Lot 66, Delaney Highlands, per Plat Book O, page 114, Public Records of Orange County, Florida

In consideration of the sum of Ten (\$10.00) Dollars, the parties hereto agree as follows:

1. OWNER agrees to convey said land by Donation, unto COUNTY by Warranty Deed, free and clear of all liens and encumbrances.
2. This transaction shall be closed ninety (90) from the Effective Date. 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. All taxes including Ad valorem property taxes must be paid by OWNER in full prior to closing.
4. OWNER agrees to remove any personal items from said Property before 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. OWNER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
6. COUNTY agrees to pay for all closing costs, including title insurance.
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. The Due Diligence Contingency, attached hereto as Exhibit "A", is a material condition of this AGREEMENT and incorporated herein by this reference.
9. COUNTY shall have ninety (90) days (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, June 17, 2006) committing to insure COUNTY 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 OWNER free and clear of all liens, encumbrances or other matters of record whatsoever. 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 OWNER shall have no obligation to incur expense or to initiate legal proceedings.
10. Survey. Within ninety (90) 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 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 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.

11. Inspection. COUNTY and its architects, engineers and other agents shall have a period of ninety (90) days following the effective date of this AGREEMENT (the "Inspection Period") within which to undertake such physical inspections and other investigations, if any, concerning the Subject Property as may be necessary in order to evaluate the physical characteristics of the Subject Property, as well as such other matters as shall be deemed by COUNTY to be necessary in order for COUNTY to evaluate the Subject Property and determine the feasibility of the COUNTY'S purchase of the same. For such purpose, OWNER hereby grants to COUNTY and its agents or assigns full right of entry upon the Subject Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. It is further expressly provided that the COUNTY as a condition to the exercise of this right of entry, be deemed to have agreed, and does hereby agree to the extent provided in Section 768.28, Florida Statutes, to indemnify and save and hold OWNER harmless from and against any and all loss which may be occasioned, by reason of the exercise of such right of entry, and that such indemnification shall expressly survive the closing of the sale and purchase of the Subject Property contemplated by this AGREEMENT or the earlier termination hereof. During the Inspection Period, COUNTY may obtain an environmental assessment of the Subject Property on the terms and conditions set forth in the Environmental Due Diligence Contingency attached hereto as Exhibit "A" and incorporated herein by this reference as a material part of this AGREEMENT.

12. Unacceptability of Inspections. In the event that the results of the inspections, investigations, reviews, appraisals, and/or feasibility studies conducted pursuant to this AGREEMENT are deemed unacceptable to COUNTY for any reason whatsoever, and COUNTY so notifies OWNER of the fact on or before the expiration of the Inspection Period, then this AGREEMENT may thereupon be terminated, null and void, and be of no further force and effect and all parties shall therefore be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this AGREEMENT.

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Project: Michigan Street Donation
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 constitute 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:

Adventist Health System/Sunbelt, Inc., a Florida
Non-Profit Corporation

By: *Lars Howmann*

LARS HOWMANN
Printed Name:

Vice President
Title:

Date: February 12, 2015

(Corporate Seal)

COUNTY:

Orange County, Florida

By: *Russell L. Corriveau*
Russell L. Corriveau, Its Agent

Date: 4/16/15

This instrument prepared by:
Russ Corriveau, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
1/22/15

EXHIBIT "A"

ENVIRONMENTAL 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
MAY 05 2015 NP/KH

Prepared by:

Stefanie Lollis, an employee of
First American Title Insurance Company
2233 Lee Road, Suite 110, Winter Park, Florida 32789
Return to: Grantee

File No.: 2021-3326977

Project: Michigan Street Donation
Parcel: 101

WARRANTY DEED

This indenture made as of July 31, 2015, A.D., by

Adventist Health System/Sunbelt, Inc. , a Florida not-for-profit corporation

whose address is: 301 E. Rollins Street, Orlando, Florida 32803-1248
hereinafter called the "grantor", to

ORANGE COUNTY, a charter county and a political subdivision of the State of Florida
whose address is: P.O. Box 1393, Orlando, FL 32802-1393

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:

Lots 34, 35, 36, 37, 63, 64 and 65 and the West ½ of Lot 66, Delaney Highlands, per Plat Book O, Page 114, Public Records of Orange County, Florida

LESS THAT PART TAKEN BY ORDER OF TAKING RECORDED JUNE 3, 1971 IN BOOK 2073, PAGE 408, PUBLIC RECORDS ORANGE COUNTY, FLORIDA

Parcel Identification Numbers: 01-23-29-1992-00-340

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 2014.

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Project: Michigan Street Donation
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In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer the day and year first above written.

Adventist Health System/ Sunbelt, Inc., a Florida not-for-profit corporation

By: [Signature]
Name: PAUL HAWKMAN
Title: Vice-President

[CORPORATE SEAL]

Signed, sealed and delivered in our presence:

[Signature]
Witness Signature

[Signature]
Witness Signature

Print Name: MAYRA ARROYO

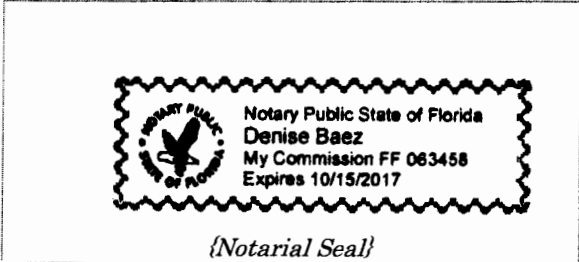
Print Name: April Navarro

State of Florida
County of Orange

The Foregoing Instrument Was Acknowledged before me on July 29, 15, by Paul Hawkman who is the vice-president of Adventist Health System/ Sunbelt, Inc., a Florida not-for-profit corporation who is/are personally known to me or who has/have produced a valid driver's license as identification.

[Signature]
Notary Public

Denise Baez
(Printed Name)
My Commission expires: 10/15/2017



Project: Michigan Street Donation
Parcel: 101

n/a__ Pre-Condemnation
n/a__ Post-Condemnation

SETTLEMENT ANALYSIS

This is a Donation


County's Appraised Value

Land: 1.054 acres \$ N/A

Improvements: Office Building containing 4008 square feet

EXPLANATION OF RECOMMENDED SETTLEMENT

This is an Office Building containing 4008 square feet located at 507 East Michigan Street. It is currently being leased by Orange County for office use by the Orange County Health and Family Services Department. The property is being donated by Adventist Health System/Sunbelt, Inc., as is. The existing lease will terminate once the County becomes the owner. I recommend and request approval of this donation.

Recommended by:  Date 4/13/15
Russell L. Corriveau, Acquisition Agent II, Real Estate Management Division

Approved by:  Date 4-14-15
Ann Caswell, Manager, Real Estate Management Division

REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: April 7, 2015

Amount: \$4,021.78

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Parcel: 101

Charge to Account #0001-043-0201-3189

Dee Atkins 4/7/15
Fiscal Approval Date

TYPE TRANSACTION (Check appropriate block{s})
 Pre-Condemnation Post-Condemnation Not Applicable District # 3

Acquisition at Approved Appraisal
 Acquisition at Below Approved Appraisal
 Acquisition at Above Approved Appraisal
 Donation

Payable to: First American Title Insurance Company
(Title Insurance/Closing costs \$4,021.78)

Total \$4,021.78

DOCUMENTATION ATTACHED (Check appropriate block{s})

Agreement
 Copy of Executed Instrument
 Certificate of Value
 Settlement Analysis

Payable to: First American Title Insurance Company - \$4,021.78

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

Recommended by Russell L. Corriveau 4/7/15
Russell L. Corriveau, Acquisition Agent II, Real Estate Mgmt Division Date

Payment Approved Ann Caswell 4-14-15
Ann Caswell, Manager, Real Estate Management Division Date

Certified Katie Smith MAY 05 2015
Approved by BCC Deputy Clerk to the Board Date

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

REMARKS: This parcel will close once check is available. Please Contact Acquisition Agent @ 67074 if there are any questions.

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