



Interoffice Memorandum


APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

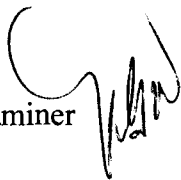
BCC Mtg. Date: Jun. 28, 2016

REAL ESTATE MANAGEMENT ITEM 6

**DATE:** June 10, 2016

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

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

**FROM:** Virginia G. Williams, Senior Title Examiner   
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 BLUEROCK DEVELOPMENT, LLC AND ORANGE COUNTY AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** Waterford Oaks PD  
  
District 4

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

**ITEMS:** Donation Agreement  
  
Warranty Deed  
Cost: Donation  
Size: 16,464 square feet

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Public Works Department  
Risk Management Division

**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.**

Project: Waterford Oaks PD

## DONATION AGREEMENT

**COUNTY OF ORANGE  
STATE OF FLORIDA**

THIS AGREEMENT is made between Bluerock Development, 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, COUNTY requires the land described on Exhibit "A" attached hereto for construction and maintenance of the above referenced project and OWNER agrees to furnish said land for such purpose.

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

**a portion of  
22-22-31-6527-01-001**

**(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, of the above referenced project, 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 \$394,428 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 all 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,

Project: Waterford Oaks PD

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.
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-1527-13. 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 and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division as may be appropriate.
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.

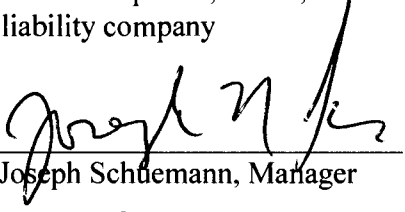
Project: Waterford Oaks PD

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

**OWNER:**

Bluerock Development, LLC, a Florida  
limited liability company

BY: \_\_\_\_\_

  
Joseph Schlemann, Manager

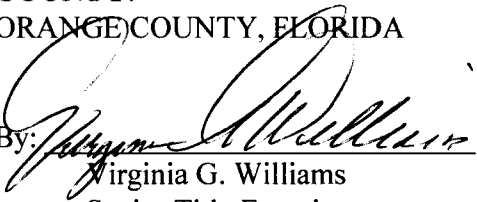
DATE: \_\_\_\_\_

9-25-15

**COUNTY:**

ORANGE COUNTY, FLORIDA

By: \_\_\_\_\_

  
Virginia G. Williams  
Senior Title Examiner

DATE: \_\_\_\_\_

3/28/16

**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

Exhibit "A"

**SKETCH OF DESCRIPTION**

**PROJECT: PALM CASUAL**

**PURPOSE: 56.00' RIGHT OF WAY DEDICATION**

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 2

DESCRIPTION:


THE SOUTH 56.00 FEET OF LOT 1, PALM CASUAL ALAFAYA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 14, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF SAID PLAT OF PALM CASUAL ALAFAYA; THENCE RUN S00°00'00"W ALONG THE WEST LINE OF SAID LOT 1 OF SAID PLAT OF PALM CASUAL ALAFAYA, ALSO BEING THE EAST RIGHT OF WAY LINE OF INDIANHEAD TRAIL, A DISTANCE OF 247.99 FEET FOR THE POINT OF BEGINNING; THENCE RUN S88°56'02"E, A DISTANCE OF 294.00 FEET; THENCE RUN S00°00'00"W ALONG THE EAST LINE OF SAID LOT 1, ALSO BEING THE WEST RIGHT OF WAY LINE OF ALAFAYA TRAIL, A DISTANCE OF 56.01 FEET; THENCE RUN N88°56'02"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 294.00 FEET; THENCE RUN N00°00'00"E ALONG THE AFORESAID WEST LINE OF LOT 1, AND THE AFORESAID EAST RIGHT OF WAY LINE OF INDIANHEAD TRAIL, A DISTANCE OF 56.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,464 SQ. FT. OR 0.378 ACRES, MORE OR LESS.

SURVEYORS NOTES

1. Bearings based on the East right of way line of Indianhead Trail as being S00°00'00"W.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the standards of practice for Land Surveying CH 5J-17 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. Legal description prepared by Shannon Surveying.

  
JAMES R. SHANNON, JR., P.L.S. #4671  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 - SUITE 2155  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 03/19/2015

DRAWN BY: BP SCALE: 1" = 50'

PALM CASUAL LOT 1 SOUTH-ACCESS-SKETCH

SHEET 1 OF 2

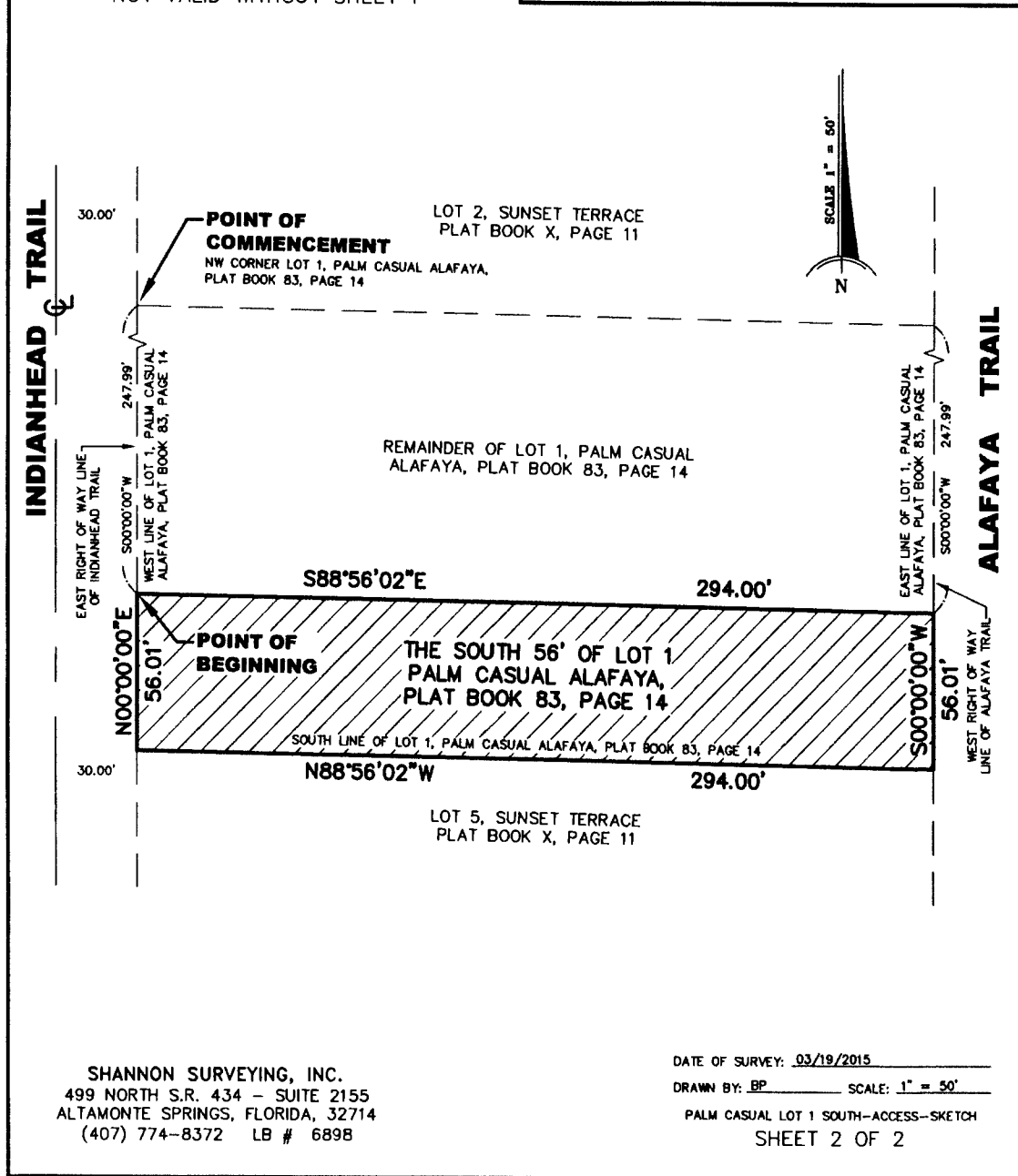
*OK  
APR 9/11/15*

# SKETCH OF DESCRIPTION

PROJECT: PALM CASUAL

PURPOSE: 56.00' RIGHT OF WAY DEDICATION

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 1



SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 - SUITE 2155  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 689B

DATE OF SURVEY: 03/19/2015  
DRAWN BY: BP SCALE: 1" = 50'  
PALM CASUAL LOT 1 SOUTH-ACCESS-SKETCH  
SHEET 2 OF 2

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUN 28 2016

Project: Waterford Oaks PD

**WARRANTY DEED**

THIS WARRANTY DEED, Made and executed the 31 day of May, A.D. 2016, by BLUEROCK DEVELOPMENT, LLC, a Florida limited liability company organized and existing under the laws of the state of Florida, having its principal place of business in the city of Orlando, county of Orange, whose address is 8998 Gladin Court, Orlando, Florida 32819, 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 \$10.00 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:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraiser's Parcel Identification Number:  
a portion of  
22-22-31-6527-01-001**

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, 2016, easements and restrictions of record, if any, the reference to which shall not operate to reimpose the same.



Project: Waterford Oaks PD

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

Signed, sealed, and delivered in the presence of:

BLUEROCK DEVELOPMENT, LLC, a Florida limited liability company

[Signature]  
Witness

[Signature]  
Joseph N. Schuemann, Sole member

Guillermo Rodriguez  
Printed Name

[Signature]  
Witness

Daniel Broussard  
Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 31 day of May, 2016 by Joseph N. Schuemann, as sole member of Bluerock Development, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced as identification.

Witness my hand and official seal this 31 day of May, 2016.

(Notary Seal)

[Signature]  
Notary Signature  
Heather Coons  
Printed Notary Name



Notary Public in and for the County and State aforesaid

My commission expires:

**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

**EXHIBIT A**

**LEGAL DESCRIPTION**

A PORTION OF LOT 1, PALM CASUAL ALAFAYA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 14, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 56.00 FEET OF LOT 1, PALM CASUAL ALAFAYA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 14, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF SAID PLAT OF PALM CASUAL ALAFAYA; THENCE RUN S00°00'00"W ALONG THE WEST LINE OF SAID LOT 1 OF SAID PLAT OF PALM CASUAL ALAFAYA, ALSO BEING THE EAST RIGHT OF WAY LINE OF INDIANHEAD TRAIL, A DISTANCE OF 247.99 FEET FOR THE POINT OF BEGINNING; THENCE RUN S88°56'02"E, A DISTANCE OF 294.00 FEET; THENCE RUN S00°00'00"W ALONG THE EAST LINE OF SAID LOT 1, ALSO BEING THE WEST RIGHT OF WAY LINE OF ALAFAYA TRAIL, A DISTANCE OF 56.01 FEET; THENCE RUN N88°56'02"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 294.00 FEET; THENCE RUN N00°00'00"E ALONG THE AFORESAID WEST LINE OF LOT 1, AND THE AFORESAID EAST RIGHT OF WAY LINE OF INDIANHEAD TRAIL, A DISTANCE OF 56.01 FEET TO THE POINT OF BEGINNING.