

**LAND DONATION AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **JAMES W. YARBOROUGH**, trustee of the Yarborough QTip Trust, whose mailing address is P.O. Box 65, Geneva, Florida 32732, hereinafter referred to as "DONOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "DONEE".

**WITNESSETH:**

**WHEREAS**, DONOR owns the unencumbered fee simple title to certain lands within the unincorporated area of Seminole County, hereinafter referred to as the “Property” and legally described as:

SEC 29 TWP 20S RGE 33E THAT PT OF SW 1/4 OF NE 1/4 & SE 1/4 OF NE 1/4 LYING S & W OF ST JOHN'S RIVER

**Parcel Identification No.:** 29-20-33-300-0010-0000 and

SEC 31 TWP 19S RGE 33E  
ALL S 1/2 OF SE 1/4 W OF  
ST JOHNS RIVER

**Parcel Identification No.:** 31-19-33-300-0080-0000; and

collectively referred to herein after as the “Property”; and

**WHEREAS**, DONOR desires to donate the Property to DONEE and for Property to become a part of DONEE’s Seminole Forever Program, and that it be preserved in its natural state and used for environmental conservation, habitat for native plant and animal species as well as passive recreation by the general public, in accordance with the DONEE’s ordinances and policies; and

**WHEREAS**, DONEE has agreed to accept the Property subject to the terms and conditions herein;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. Recitals.** The foregoing recitals are true, form an integral part of the terms and understandings upon which the parties have relied and are hereby fully incorporated into this Agreement by reference.

**Section 2. Conveyance of Real Property Only.**

(a) This Agreement shall only be for the conveyance of the above-described Property. No personal property whatsoever shall be sold, transferred, or conveyed by this instrument.

(b) DONOR shall execute and deliver to the DONEE a quitclaim deed conveying all rights, title, and interest in the Property to DONEE forever. An unexecuted copy of the deed is attached and made part of this Agreement as Exhibit A. DONOR shall further agree to execute all instruments reasonably required by DONEE's title insurance company necessary to clear title and affirm DONOR's title and interests in the Property so that DONEE's title insurance company may issue an Owner's Title Insurance Policy in DONEE's name in an amount not less than the just market value of the Property as determined by the Seminole County Property Appraiser for the tax year 2024.

**Section 3. Closing.** The closing and execution of the deed and the other closing papers shall occur within thirty (30) days from the Contract Date (i.e., within thirty (30) days of DONEE giving notice to DONOR of its intent to proceed with acceptance of the Property) unless extended by the parties, and DONOR agrees to deliver possession on the date of closing. As part of the closing, DONEE shall provide DONOR with a gift letter providing the value of the donated Property of either the market or assessed value in a format acceptable to DONOR. The Contract

Date shall occur no later than thirty (30) days from the date of execution of this Agreement by both parties. Time is of the essence as to the Contract Date and the closing date.

**Section 3. Environmental Concerns, Zoning, Restrictions, Easements and Other Matters.** DONEE shall take title subject to zoning, restrictions, prohibitions, and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, public utility easements of record and taxes. The DONOR shall provide an affidavit at or before closing stating that to the best of DONOR's knowledge and belief without investigation, no hazardous waste or materials or environmental contaminations or violations are located on, upon or within the Property. In the event that DONOR's affidavit or an environmental audit, performed by DONEE at its sole option, confirms or indicates the probable presence of hazardous wastes or materials or environmental contamination on the Property, DONEE, at its sole option, may elect to terminate this Agreement. If DONEE elects not to acquire the Property, then this Agreement may be terminated by DONEE and neither party shall have any further obligations under this Agreement or liability to the other party for breach of contract damages arising from such termination.

**Section 4. Occupancy.** DONOR represents that there are no parties in occupancy other than DONOR and that the Property shall not be rented or occupied beyond closing. DONOR shall not convey any interest, right or title in the Property, including leases prior to the date of acceptance of the donated Property by DONEE.

**Section 5. Right of Entry.** DONEE, its employees, agents, and surveyors shall have the right to enter upon the Property prior to the closing for the purposes of conducting necessary surveys, a Level 1 Environmental Review and testing, native species surveys or other field analyses necessary and incidental to making its determinations as to accepting or declining of the Property donation.

DONEE agrees that it shall assume all risks and further expressly agrees to waive any claim for personal injury or property damage against DONOR that may arise by virtue of DONEE's officials, employees, agents, or contractors having previously entered or subsequently entering upon the Property for said purposes. The foregoing agreement by DONEE not to seek tort damages shall survive the closing and termination or expiration of this Agreement.

**Section 6. Property to be Free and Clear of All Liens.** DONOR shall convey the Property free and clear of all liens, encumbrances, restrictions, judgments and other matters.

**Section 7. DONEE Responsible for Closing Costs.** DONEE shall be responsible for all costs to close the donation and effect a conveyance of fee title to DONEE including title insurance, State documentary stamps, recording fees, unpaid real Property taxes, and the DONEE's own attorney's fees. The DONOR shall pay its own attorney's fees and all other costs incurred by DONOR.

**Section 8. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and there are no other agreements, understandings and/or representations between the parties with respect to conveyance of the Property.

**Section 10. Assignment and Disclaimer of Third-Party Beneficiaries.** This Agreement is not assignable by either party to any other person. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

**Section 11. Miscellaneous.**

(a) The parties represent to each other that each, respectively, has full right, power and authority to execute this Agreement and that they have done all things necessary as conditions precedent to the execution hereof.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida, Orlando Division as to Federal actions.

(c) If any term of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Agreement which shall continue in full force and effect.

(d) All sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(e) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restrictions concerning the provision on assignments.

(f) This Agreement may be executed in counterparts, each of which shall be deemed by the parties as an original and all of which shall constitute one and the same Agreement.

**Section 14. Effective Date.** This Agreement shall become effective immediately upon its execution by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed:

ATTEST:

DONOR

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
JAMES W. YARBOROUGH, Trustee

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

GLK

5/22/24 9/3/24

T:\Users\gkahn\Affordable Housing\CLT Documents - Meeting w Habitat\FundingAgreement5-17-24.docx

Attachment:

Exhibit A – Quit Claim Deed

C:\Users\gkahn\Desktop\Donation Agr6-22-24.docx

**EXHIBIT A TO LAND DONATION AGREEMENT**

**DEED**

This document was prepared by:  
Gerlin Kahn, Esq.  
County Attorney's Office  
Seminole County Government  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771



Please return to:  
Seminole County Parks and Recreation Dept.  
100 East First Street  
Sanford, FL 32771

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **YARBOROUGH QTIP TRUST**, whose mailing address is P.O. Box 65, Geneva, Florida 32732, hereinafter called the "GRANTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter called the "GRANTEE".

**WITNESSETH:**

**THAT GRANTOR** for and in consideration of the sum of TEN DOLLAR (\$10.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, its heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to wit:

SEC 29 TWP 20S RGE 33E THAT PT OF SW 1/4 OF NE 1/4 & SE 1/4 OF NE 1/4 LYING  
S & W OF ST JOHN'S RIVER

**Parcel Identification No.:** 29-20-33-300-0010-0000 and

SEC 31 TWP 19S RGE 33E  
ALL S 1/2 OF SE 1/4 W OF  
ST JOHNS RIVER

**Parcel Identification No.:** 31-19-33-300-0080-0000; and

collectively referred to herein after as the "Property"

This conveyance shall be construed as a determinable fee simple.

**NOT FOR EXECUTION**

The terms "Grantor," "Grantee" and "Beneficiary" are used for singular or plural, as context requires.

**IN WITNESS WHEREOF**, the GRANTOR has caused these presents to be executed the day and year aforesaid.

Signed, sealed, and delivered in our presence:

GRANTOR:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
JAMES W. YARBOROUGH, Trustee of  
Yarborough QTip Trust

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

STATE OF FLORIDA    )  
                                  )  
COUNTY OF            )

I HEREBY CERTIFY that, on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ who is  personally known to me or  who has produced \_\_\_\_\_ as identification; and that he did take an oath.

(Notary Seal)

\_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned