



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 3**

**DATE:** August 24, 2023

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager  
Real Estate Management Division *MTC*

**FROM:** David Sustachek, Senior Acquisition Agent *DS/MTC*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7076**

**ACTION REQUESTED:** Approval and execution of Contract for Purchase and Sale by and between Michele Tardugno and Theresa Tardugno, as to an undivided 50% interest, and Erwin E. Tanczos, Martha Tanczos, Andrea M. O'Neill, and Thomas E. Tanczos, as Trustees of the Erwin and Martha Tanczos Trust, as to an undivided 50% interest and Orange County, Warranty Deed, and Agreement for Assignment and Assumption of Lease, and authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Contract for Purchase and Sale, disburse funds to pay purchase price of \$1,808,868 and perform all actions necessary and incidental to closing.

**PROJECT:** Green PLACE Parcel 165  
  
District 5

**PURPOSE:** To preserve Environmentally Sensitive Lands (ESL).

**ITEMS:** Contract for Purchase and Sale  
(Parcel 165)  
Cost: \$1,808,868  
Size: 26.41 acres

Warranty Deed  
(Instrument 165.1)

Agreement for Assignment and Assumption of Lease

**BUDGET:** Account No.: 1023-068-4303-6110

**FUNDS:** \$1,808,868 Payable to Cobblestone Title Services, LLC  
(purchase price, title insurance, and closing costs)

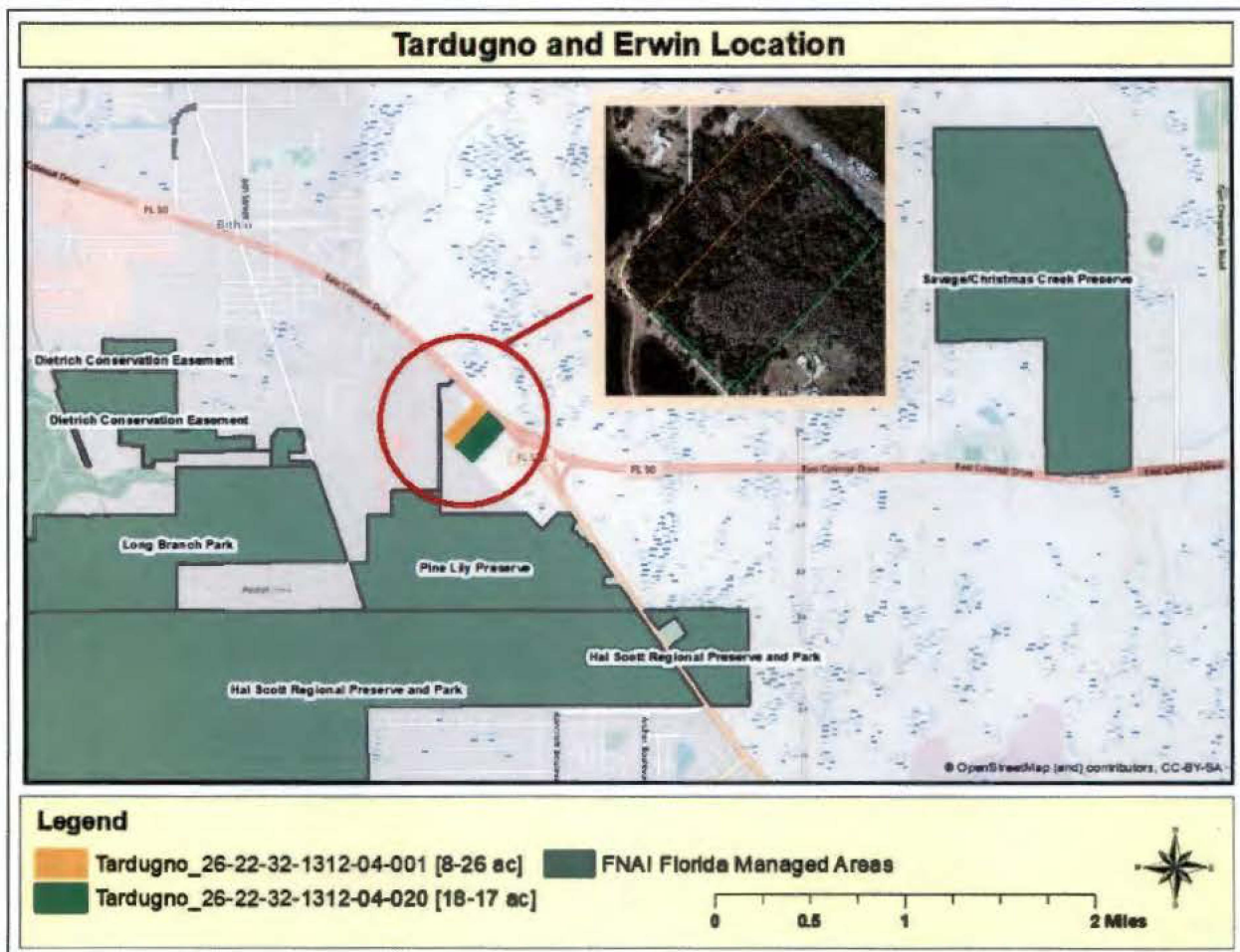
**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Environmental Protection Division

**REMARKS:** The property is located along the south side of East Colonial Drive, just west of State Road 520 with an address of 19622 and 19720 E. Colonial Drive, Orlando, Florida 32820 (Property). Property is vacant except for an outdoor advertising billboard sign along the SR 50 frontage on the 8.25-acre parcel. The parcels are zoned C-2, General Commercial District, and A-2, Agricultural Farmland Rural District, and a Rural Future Land Use. Property consists of 8.25 acres including 1.95 acres of usable commercial acres, 1.95 acres of wetland, and 4.35 upland agricultural acres. The adjacent parcel consisting of 18.16 acres includes 5.48 acres of usable commercial acres, 4.00 acres of wetland, and 8.68 upland agricultural acres. The total acreage of Property is 26.41, is rectangular in shape, and located within Zone "X" of FEMA Flood Map 12095C0315F.

Property is being acquired at the request of the Environmental Protection Division.

This action adds 26.41 acres of ESL to the Environmental Protection Division's Green PLACE Program. The subject parcels meet the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 Environmentally Sensitive Lands Acquisition (see criteria below) and provides water resource protection, aquifer recharge, and floodplain storage; closes gaps between other publicly owned lands and enhances an existing wildlife corridor.

There is an existing billboard located on the northwest corner of the Property pursuant to a lease dated February 25, 1998. As part of this acquisition, the County will assume the lease for the billboard. When the lease for the billboard terminates July 31, 2028, it will not be renewed, and the structure will be taken down.





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## CONTRACT FOR PURCHASE AND SALE

COUNTY OF ORANGE  
STATE OF FLORIDA

This Contract for Purchase and Sale (the “**Agreement**”) is made and entered into by and between Michele Tardugno and Theresa Tardugno, husband and wife, as to an undivided 50% interest, and Erwin E. Tanczos, Martha Tanczos, Andrea M. O’Neill, and Thomas E. Tanczos, as Trustees of the Erwin and Martha Tanczos Trust, as to an undivided 50% interest (“**Seller**”), and Orange County, a charter county and political subdivision of the State of Florida (“**Buyer**”).

### RECITALS

- A. Seller owns the following real property in Orange County:  
Property Appraiser’s Parcel Identification Numbers  
**26-22-32-1312-04-001 and 26-22-32-1312-04-020**
- (hereinafter referred to as the “**Property**”)
- B. Buyer requires the Property as further described on Exhibit A, incorporated herein by reference, for its Green PLACE project (the “**Project**”). Such legal description may be updated when the Survey is received (as defined in Section 8.b. below).
- C. Seller agrees to furnish the Property for the Project.
- D. Buyer is purchasing the Property with existing billboard lease in place. Agreement is subject to Seller and Buyer signing a form of the Agreement for Assignment and Assumption of Lease attached as Exhibit D on the Closing Date.

### AGREEMENT

In consideration of the promises stated in this Agreement and other good and valuable consideration, Buyer and Seller agree as follows:

1. **Agreement:**
  - a. Seller agrees to execute a Warranty Deed for the Property (the “**Deed**”), conveying the Property to Buyer free and clear of all liens and encumbrances in substantially the same form attached to this Agreement as Exhibit B, incorporated herein by reference.

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b. Buyer agrees to pay the Consideration as defined below, to Seller for the Property.

2. **Consideration:** Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, Seller agrees to sell and convey said land unto Buyer by Deed for Property, free and clear of all liens and encumbrances, for the total sum of One Million Eight Hundred Thousand and no/100 Dollars (\$1,800,000.00).

3. **Effective Date:** The effective date of this Agreement (the “Effective Date”) shall be the date this Agreement is approved by the Orange County Board of County Commissioners (the “Board”) and executed by the Board.

4. **Closing Date and Location:** Unless otherwise agreed in writing between Buyer and Seller, the closing of the purchase and sale of the Property contemplated herein (“Closing”) shall be a “mail away” closing and all documents and funds necessary for Closing shall be received by the Title Company (the “Closing Agent”) on or before thirty (30) days after the expiration of the Inspection Period (the “Closing Date”) (except to the extent that the Closing Date is extended by other provisions of this Agreement).

5. **Closing Costs:** The following costs are required to complete the transaction contemplated pursuant to this Agreement (the “Costs”). The Costs are allocated between the Seller and Buyer as follows:

Cost	Paid by Seller	Paid by Buyer
Recording Fees for Deed	No	Yes
Documentary Stamps	Yes	No
Title Insurance	No	Yes
Closing Agent Fee	No	Yes
Survey	No	Yes
Appraisal Report(s)	No	Yes
Recording fees for any instruments required by title commitment to clear title	Yes	No

6. **Prorations:** Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date and said prorated amount shall be paid by Seller pursuant to Section 196.295, Florida Statutes. At Seller’s election, Seller’s share of prorated taxes may be deducted from the proceeds of sale and remitted by Buyer or title company reasonably acceptable to Buyer to the County Tax Collector on Seller’s behalf. Unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by Seller for the year of conveyance. In the event that, as of the Closing Date, there are any outstanding unpaid property taxes for years prior to the year of closing, then Seller shall be responsible for payment of the same, on the entirety of the tax parcels for which Buyer is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

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**7. Conditions of Closing:** All of the conditions listed below are conditions precedent to Closing. Such contingencies shall either be released, waived, or cured within the timeframes set forth below.

**a. Title.** On or before **twenty (20) days** following the Effective Date of this Agreement, Buyer shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment July 1, 2021) committing to insure Buyer as purchaser of the Property in the amount of the Purchase Price (the "**Commitment**"), evidencing that marketable fee simple title to the property is currently vested in Seller free and clear of all liens, encumbrances or other matters of record whatsoever. In the event that Buyer shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to Buyer in its sole discretion; Buyer shall notify Seller of that fact in writing on or before **fifteen (15) days** following Buyer's receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to Buyer (the "**Title Defects**"), and Seller may take up to **fifteen (15) days** to cure or eliminate the Title Defects at Seller's election and without obligation to incur expense or to initiate legal proceedings. If Seller is successful in curing or eliminating the Title Defects, the Closing hereunder shall take place on the date specified in this Agreement. In the event Seller is unable or unwilling to cure or eliminate the Title Defects within the 15-day period so provided, Buyer shall either (a) extend the time period for Seller to cure or eliminate the Title Defects, (b) elect to terminate this Agreement on account thereof, (c) elect to close and accept a conveyance of Seller's title thereto subject to and notwithstanding the existence of the Title Defects on the Closing Date, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the Closing Date. In the event that Buyer 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 Seller on or before the expiration of the timeframe herein, this Agreement shall terminate. In the event Buyer elects to proceed on its own to cure or eliminate the Title Defects, Seller agrees to provide its reasonable cooperation in connection with Buyer's efforts but Seller shall have no obligation to incur expense or to initiate legal proceedings.

**b. Survey.** Within **ninety (90) days** of the Effective Date of this Agreement, Buyer may obtain a current boundary survey of the property. The survey shall be certified to Buyer and title company reasonably acceptable to Buyer and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon Buyer and Seller'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 Buyer hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to Buyer, in its sole discretion, these shall be treated as Title Defects. Buyer may in its sole discretion, treat these as "Exceptions," as defined herein. The draft of the Survey will be reviewed by the County Surveyor, or his subordinate and comments/revisions will be given to the consultant before finalizing.

**c. Inspection Period.** Buyer shall have **one hundred twenty (120) days** after the Effective Date, (the "**Inspection Period**") to determine whether Buyer is willing to accept title to

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and acquire the property from Seller. Seller agrees that during the Inspection Period, Buyer shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the Property, as described in the **Due Diligence Contingency**, attached hereto as **Exhibit C**, which is a material condition of this Agreement and incorporated herein by this reference. Buyer, through its agents, shall have the right to enter upon the Property for the purpose of performing such activities, provided said activities shall not materially damage the Property. If during the Inspection Period Buyer decides, for whatever reason, in Buyer's sole and absolute discretion, not to proceed with the purchase of the Property, Buyer may, in Buyer's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Buyer, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to this Section.

**d. Closing Documents.** Closing is contingent upon delivery of Seller to Buyer in recordable form all instruments necessary to convey the Property as referenced in this Agreement. Such documents shall be executed and delivered to the Closing Agent on or before the Closing Date.

**8. Miscellaneous Provisions:**

**a. Notice.** All notices or deliveries required under this Agreement shall be hand-delivered or given by regular mail, or overnight courier directed to the addresses set forth below. All notices so given shall be considered effective, if hand-delivered, when received; if delivered by courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph.

<b>As to Seller:</b>	<b>with a copy to:</b>
Michele Tardugno and Theresa Tardugno, husband and wife 2759 Windsorgate Lane Orlando, Florida 32828	Kohler Realty, LLC Attn: Terry L. Sible 1906 Winding Oak Drive Orlando, Florida 32825
Erwin E. Tanczos, Martha Tanczos, Andrea M. O'Neill, and Thomas E. Tanczos, as Trustees of the Erwin and Martha Tanczos Trust 50-44 66 <sup>th</sup> Street Woodside, New York, 11377	



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<b>As to Purchaser:</b>	<b>with a copy to:</b>
Orange County, Florida Real Estate Management Division Attn: Manager 400 E. South St., 5th Floor Orlando, Florida 32801	Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801

**b. Florida Statutes.** Seller shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.

**c. Possession.** Seller will surrender possession of the Property at closing.

**d. Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

**e. Entire Agreement.** This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Seller and Buyer, made with respect to the matters herein contained, and when duly executed constitute the Agreement between Seller and Buyer. 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 such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.

**f. Delegation of Authority.** The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the Buyer, to furnish any notice required or allowed under, to sign amendments to this Agreement for the extension of the timeframes as set forth in paragraph 7 above for up to 120 days, to perform all actions necessary and incidental to closing this Contract, including an extension of the closing date, if needed, up to 120 days or to terminate the same for cause.

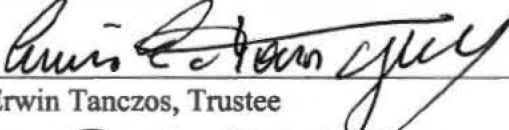
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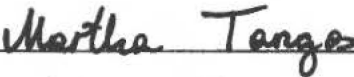
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) written below.

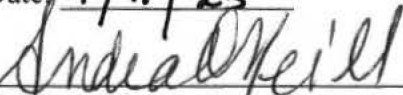
Seller acknowledges that this Agreement is **NOT** effective until such time as it is approved and executed by the Orange County Board of County Commissioners. The signature of Buyer's acquisition agent named below does not have authority to bind Orange County.

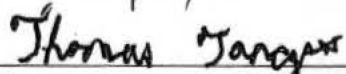
**SELLER**

Erwin and Martha Tanczos Trust,  
as to an undivided 50% interest

  
Erwin Tanczos, Trustee  
Date: 7.11.2023

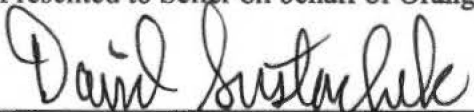
  
Martha Tanczos, Trustee

Date: 7/11/23  
  
Andrea M. O'Neill, Trustee


Date: 7/11/2023  
  
Thomas E. Tanczos, Trustee

Date: 7/11/23


Presented to Seller on behalf of Orange County by:

  
David Sustachek, Acquisition Agent  
Orange County Real Estate Management Division

**SELLER**

  
Michele Tardugno, as to his interest in an  
undivided 50% interest

Date: 7/12/2023

  
Theresa Tardugno, as to her interest in an  
undivided 50% interest

Date: 7/12/2023

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**BUYER**

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

B. L. Demings  
for Jerry L. Demings  
Orange County Mayor

Date: 12 September 2023

**ATTEST: Phil Diamond, CPA, County Comptroller**  
**As Clerk of the Board of County Commissioners**

BY:

Jennifer Lara-Kimetz  
for Deputy Clerk

Jennifer Lara-Kimetz  
Printed Name

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**EXHIBIT A  
LEGAL DESCRIPTION**

Parcel ID# 26-22-32-1312-04-001

Lots 1 and 10, Block 4, Christmas Gardens Development No. 1, according to the plat thereof as recorded in Plat Book P, Page 54, Public Records of Orange County, Florida

AND

Parcel ID# 26-22-32-1312-04-020

Lots 2, 3, 8, and 9, Block 4, Christmas Gardens Development No. 1, according to the plat thereof as recorded in Plat Book P, Page 54, Public Records of Orange County, Florida

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**EXHIBIT B  
FORM OF WARRANTY DEED**

Instrument:  
Project:

**WARRANTY DEED**

THIS WARRANTY DEED, made as of the date signed below, by <name(s)>, hereinafter called the GRANTORS, to Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTORS, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

**SEE ATTACHED SCHEDULE "A" / EXHIBIT "A"**

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

**a portion of**  
\_\_\_\_\_

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 GRANTORS do hereby covenant with said GRANTEE that the GRANTORS are lawfully seized of said land in fee simple; that the GRANTORS have good right and lawful authority to sell and convey said land; that the GRANTORS do hereby fully warrant 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, 20\_\_.

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IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed in their name.

Signed, sealed and delivered  
in the presence of:

FORM NOT FOR SIGNATURE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
<NAME.1>

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Post Office Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

(Signature of **TWO** witnesses required by Florida law)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
the County and State aforesaid

My commission expires:

*{SIGNATURES CONTINUED ON NEXT PAGE}*

Project: Green PLACE  
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Signed, sealed and delivered  
in the presence of:

FORM NOT FOR SIGNATURE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
<NAME.2>

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Post Office Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

(Signature of **TWO** witnesses required by Florida law)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

FORM NOT FOR SIGNATURE

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

**This instrument prepared by:**  
\_\_\_\_\_, a staff employee  
in the course of duty with  
the Real Estate Management Division  
of Orange County, Florida  
P. O. Box 1393  
Orlando, FL 32802-1393

Notary Public in and for  
the County and State aforesaid

My commission expires:

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### **EXHIBIT C 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 Effective Date. Such Environmental Survey may include, but not be limited to, the following:

- a. contamination of the "Property" (which term shall hereinafter be deemed to include any buildings or structures located thereon) by hazardous materials;
- b. apparent violation of environmental requirements upon or associated with activities upon the Property;
- c. the presence of any endangered or threatened species or plant life on the Property;
- d. whether the Property has any historical or archeological significance;
- e. potential incurrence of environmental damages by the owner(s) or operator(s) of the Property

(all of which shall hereinafter be collectively referred to as the "**Environmental Exceptions**")

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; and
- 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



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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 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 Agreement shall be terminated upon notice to Seller of such unacceptability with no party to this Agreement having any further liability to any other.

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## EXHIBIT D

### AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF LEASE

This Agreement for Assignment and Assumption of Lease (the "Agreement") between Michele Tardugno and Theresa Tardugno, husband and wife, as to an undivided 50% interest, and Erwin E. Tanczos, Martha Tanczos, Andrea M. O'Neill, and Thomas E. Tanczos, as Trustees of the Erwin and Martha Tanczos Trust, as to an undivided 50% interest by successor or assign from M & T Tardugno and E & M Tanczos (collectively the "Assignor") and ORANGE COUNTY, a charter county and political subdivision of the state of Florida (the "Assignee") is made on \_\_\_\_\_, 2023.

### RECITALS

**WHEREAS**, M & T Tardugno and E & M Tanczos ("Lessor") and Republic Media, Inc. ("Lessee"), previously executed that certain Agreement of Lease dated February 25, 1998, a copy of which is attached hereto as Exhibit "A" (the "Lease") and incorporated herein by reference; and

**WHEREAS**, Assignor wishes to assign and transfer to Assignee that Lease dated February 25, 1998, regarding the billboard located on a portion of the property located at 19622 E. Colonial Drive, Orlando, Florida 32820, together with all Assignor's right, title, and interest in and to the Lease and premises, subject to all the conditions and terms contained in the Lease, and Assignee wishes to fully assume such Lease.

### AGREEMENT

**NOW THEREFORE**, in consideration of the above recitals, the mutual promises herein contained and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated as material provisions into this Agreement.

2. **ASSIGNMENT AND ASSUMPTION OF LEASE.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Lease, and the Assignee hereby agrees to fully assume the same. Assignor hereby agrees to indemnify and hold Assignee harmless from any and against all costs, liabilities, damages, obligations or expenses, including, without limitation, reasonable attorney's fees, originating prior to the date hereof relating to Assignor's responsibility under the Lease. Assignee hereby assumes all of the Assignor's obligations under the Lease and agrees to indemnify and hold Assignor harmless from any and against all costs, liabilities, damages, obligations or expenses, including, without limitation, reasonable attorney's fees, originating subsequent to the date hereof relating to Assignor's responsibility under the Lease. The signatory below represents and warrants that it has the requisite power and authority to execute this Agreement on behalf of the Assignor.

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Parcel: 165

3. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any and all prior Agreements, discussions, negotiations, arrangements, or understandings, whether written, oral or implied, with respect to the assignment or transfer of the Lease to the Assignee.

4. **INFORMED EXECUTION.** This Agreement is entered into voluntarily by the parties after full review, evaluation and consideration by each party. Each party either is represented by counsel or has been afforded an opportunity to retain counsel for review of this Agreement.

5. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida without reference to choice of law or conflict of law principles, and venue shall be in Orange County, Florida.

6. **WAIVER OF JURY TRIAL; ATTORNEY FEES.** If any party herein commences litigation against any other party herein for the specific performance of this Agreement, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties waive any right to a trial by jury and, in the event of any commencement of litigation, the parties agree that they are responsible for their own attorney's fees regardless of which party prevails.

7. **RECORDATION.** No party may record this Agreement and/or a copy or memorandum thereof in the public records of Orange County, Florida, unless the Assignor and the Assignee under the Lease approves of such in writing in their discretion.

8. **SUCCESSORS IN INTEREST.** This Agreement shall bind and benefit all successors and assigns to the parties hereto.

9. **ORIGINAL AND COUNTERPARTS.** This Agreement may be executed in any number of counterparts, the aggregate of which shall constitute a single document, and electronic and/or facsimile signatures shall be deemed original signatures.

[remainder page intentionally left blank; signatures on following page]

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**ASSIGNOR**

Erwin and Martha Tanczos Trust,  
as to an undivided 50% interest

\_\_\_\_\_  
Erwin Tanczos, Trustee

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

\_\_\_\_\_  
Martha Tanczos, Trustee

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

\_\_\_\_\_  
Andrea M. O'Neill, Trustee

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

\_\_\_\_\_  
Thomas E. Tanczos, Trustee

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

**ASSIGNOR**

\_\_\_\_\_  
Michele Tardugno, as to his interest in an  
undivided 50% interest

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

\_\_\_\_\_  
Theresa Tardugno, as to her interest in an  
undivided 50% interest

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

**WITNESSED:**

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project: Green PLACE  
Parcel: 165

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

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

**ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners**

By: \_\_\_\_\_  
Deputy Clerk

Printed Name: \_\_\_\_\_

Project: Green PLACE  
Parcel: 165

Exhibit A

JUL 21 1998

SIGN LOCATION LEASE



Structure Number: ~~10758~~ 10758  
Date: February 25, 1998

Name: Michael Tardugno & Edwin Tanczos Address: 12309 E. Colonial Dr  
Orlando, FL 32826  
(M & T Tardugno and E & M Tanczos)  
Social Security/Federal ID Number: 59-262-0059 Phone: (407) 273-3631

Owner of the hereinafter described real estate, (Lessor), hereby leases to Republic Media, (Lessee) one site(s) of approximately 100 square feet each, more particularly described and diagrammed herein, for the exclusive purpose of erecting, placing and maintaining one outdoor advertising sign structure(s), each approximately 40 feet long on Lessor's property located adjacent to Highway E 50 in Kirby Township, Orange County, State of Florida with the following legal description:  
E. Colonial Drive North of 520 and 50 Interchange

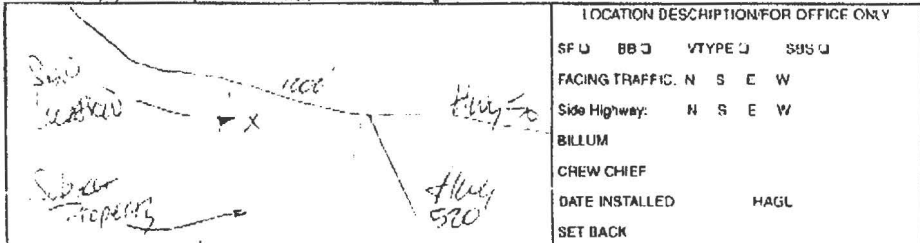
for a period of ten (10) years at a rental of \$ 3,500 per year payable monthly beginning on the date the sign structure(s) is (are) erected  
\*This lease is not binding until all proper permits are obtained and payments within 30 days will not be  
Lessor shall not cause nor permit any advertising sign structure other than Lessee's to be erected or placed on the above described site(s) or on any real estate owned or controlled by Lessor nor cause nor permit Lessee's sign structure(s) to be or become obscured from the highway.

It is agreed that all structures, equipment, materials and fixtures placed upon the site(s) shall remain the property of the Lessee and Lessee is granted a reasonable time to remove the sign structure(s) after the termination of this agreement. It is further agreed that Lessee shall be entitled to an apportionment on the basis of the value of its leasehold interest of any awards or compensation received in connection with any legal action proceeding or compromise settlement made pursuant to any governmental agency requirement for the removal of the sign structure(s).  
Lessor warrants that he is the owner or the authorized agent of the owner of the site(s) and that he has full authority to enter into this agreement. Lessor warrants that if Lessee shall pay the rent provided for herein, Lessee shall and may peaceably and quietly have, hold and enjoy the use of the site(s) for the term of this agreement.

This Lease shall not obligate Lessee in any way until it is accepted and signed by an executive officer of Lessee at the executive offices of Lessee or by the General Manager of the regional office of Lessee which will be responsible for executing Lessee's duties under this agreement. It is understood that this agreement constitutes the entire agreement an understanding between the parties and supersedes all prior representations, understandings and agreements relating to the site(s). This agreement may not be modified except in writing signed by Lessor and an executive officer of Lessee or the General Manager of the regional office of Lessee which will be responsible for executing Lessee's duties under this agreement.

Lessor grants to Lessee the right to renew this agreement for two (2) additional ten (10) year terms under the same terms and conditions as appear herein unless Lessor inquires, in writing, to Lessee no less than sixty (60) days prior to the end of the original term or any renewal term thereof as to Lessee's intent and Lessee consents to Lessor in writing within thirty (30) days of its receipt of Lessor's inquiry that, in fact, does not intend to exercise the option to renew this agreement. Neither Lessor nor Lessee shall be bound by any agreement of representation, expressed or implied, not contained herein. This agreement shall be binding upon the heirs, executors, personal representatives, successors and assigns for the parties hereto and Lessor agrees to notify Lessee of any change of ownership of the real estate or of Lessor's mailing address within thirty (30) days of such change.

Lessor acknowledges receipt of Lessee's check number N/A in the amount of \$ N/A representing the first month's rental payment and option on the site(s) described in this agreement



ACCEPTANCE: LESSEE SHALL NOT BE OBLIGATED BY THIS LEASE UNTIL SIGNED BY AN EXECUTIVE OFFICER AT LESSEE'S EXECUTIVE OFFICES OR BY A GENERAL MANAGER AT LESSEE'S REGIONAL OFFICE.

The parties acknowledge and agree that they have read and are bound by the additional terms and conditions contained in the agreement.

ACCEPTED BY: [Signature] LESSOR: [Signature]  
TITLE: Executive Officer or General Manager Date: / / NAME: M & T Tardugno E & M Tanczos

This instrument was prepared and issued by [Signature]  
William Jefferson  
TITLE: District Manager Date: 2/25/98

ADDRESS: 12309 E. Colonial Dr.  
Orlando, FL 32826  
Date: 2/25/98

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

**SEP 12 2023**

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

Katherine Ortiz, a staff employee  
in the course of duty with the  
Real Estate Management Division of Orange  
County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Property Appraiser's Parcel Identification Number:**  
26-22-32-1312-04-001 and 26-22-32-1312-04-020

**Instrument:** 165.1  
**Project:** Green PLACE (Parcel 165)

**WARRANTY DEED**

THIS WARRANTY DEED, made as of the date signed below, by **Michele Tardugno and Theresa Tardugno, husband and wife; and Erwin E. Tanczos, Martha Tanczos, Andrea M. O'Neill and Thomas E. Tanczos, Individually and as Co-Trustees of the Erwin and Martha Tanczos Trust dated October 17, 2008** (collectively referred to as GRANTORS) to **Orange County**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, hereinafter referred to as GRANTEE.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, do hereby 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"**

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 does hereby covenant 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 does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and Grantor conveys title to the land subject to the matters enumerated in **EXHIBIT B** attached hereto ("Permitted Encumbrances"), and made a part hereof by this reference and taxes accruing subsequent to December 31, 2023.

Instrument: 165.1  
Project: Green PLACE (Parcel 165)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed in their name.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1  
Rendy Geiger  
Signature

Michele Tardugno  
Michele Tardugno

**Rendy Geiger**

Print Name

Mailing Address: 2759 Windsorgate Lane

Mailing Address: 385 Alexandria Blvd Ste 2

City: Orlando State: FL

City: Oviedo State: FL

Zip Code: 32820

Zip Code: 32765

WITNESS #2  
Robyn Phelps  
Signature

Robyn Phelps

Print Name

Mailing Address: 385 Alexandria Blvd Ste 2

City: Oviedo State: FL

Zip Code: 32765

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 29 day of March 2024, by Michele Tardugno. The individual  is personally known to me or  has produced drivers license as identification.

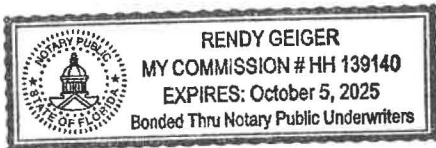
(Notary Stamp)

Rendy Geiger  
Notary Signature **Rendy Geiger**

Print Notary Name

Notary Public of: Florida

My Commission Expires: 10/5/2025





Instrument: 165.1  
Project: Green PLACE (Parcel 165)

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1  
Rendy Geiger  
Signature  
Rendy Geiger

Theresa Tardugno  
Theresa Tardugno

Print Name  
Mailing Address: 2759 Windsorgate Lane  
Mailing Address: 385 Alexandria Blvd Ste 2 City: Orlando State: FL  
City: Orlando State: FL Zip Code: 32828  
Zip Code: 32765

WITNESS #2  
Robyn Phelps  
Signature  
Robyn Phelps  
Print Name

Mailing Address: 385 Alexandria Blvd 2  
City: Orlando State: FL  
Zip Code: 32765

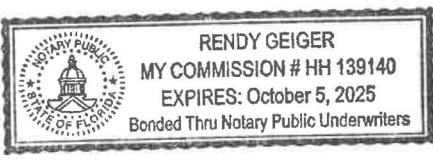
STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 29 day of March 2024, by Theresa Tardugno. The individual  is personally known to me or  has produced drivers license as identification.

(Notary Stamp)

Rendy Geiger  
Notary Signature  
Rendy Geiger

Print Notary Name  
Notary Public of: Florida  
My Commission Expires: 10/5/2025



Instrument: 165.1  
Project: Green PLACE (Parcel 165)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed in their name.

Signature of **TWO** witnesses and their mailing addresses are required by Florida law, F.S. 695.26

Erwin E. Tanczos and Martha Tanczos and Andrea M. O'Neill and Thomas E. Tanczos, as Individual and Co-Trustees of the Erwin and Martha Tanczos Trust dated October 17, 2008.

WITNESS #1  
Daniela Campoli  
Signature  
Daniela D. Campoli  
Print Name  
Mailing Address: 88 Willis Ave  
City: Floral Park State: NY  
Zip Code: 11001

Erwin E. Tanczos  
Erwin E. Tanczos, Individually and Co-Trustee  
Mailing Address: 5044 66<sup>th</sup> Street  
City: Woodside State: NY  
Zip Code: 11377

WITNESS #2  
Anzenetta Marshall  
Signature  
Anzenetta Marshall  
Print Name

Mailing Address: 315 68<sup>th</sup> Street  
City: Brooklyn State: NY  
Zip Code: 11220

STATE OF NEW YORK  
COUNTY OF Queens

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 26<sup>th</sup> day of March 2024, by Erwin E. Tanczos, Individually and Co-Trustee. The individual  is personally known to me or  has produced NY Drivers License as identification.

(Notary Stamp)

ANZENETTA MARSHALL  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration Number # 01MA6420718  
Qualified in Kings County  
Commission Expires August 16, 2025

Anzenetta Marshall  
Notary Signature  
Anzenetta Marshall  
Print Notary Name  
Notary Public of: New York  
My Commission Expires: August 16, 2025

Instrument: 165.1  
Project: Green PLACE (Parcel 165)

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

Erwin E. Tanczos and Martha Tanczos and Andrea M. O'Neill and Thomas E. Tanczos, as Individual and Co-Trustees of the Erwin and Martha Tanczos Trust dated October 17, 2008.

WITNESS #1  
Daniela D. Campoli  
Signature  
Daniela D. Campoli  
Print Name  
Mailing Address: 88 Willis Ave  
City: Floral Park State: NY  
Zip Code: 11001

Martha Tanczos  
Martha Tanczos Individually and Co-Trustee  
Mailing Address: 50-44 66th Street  
City: Woodside State: NY  
Zip Code: 11377

WITNESS #2  
Anzenetta Marshall  
Signature  
Anzenetta Marshall  
Print Name

Mailing Address: 315 68th Street  
City: Brooklyn State: NY  
Zip Code: 11220

STATE OF New York  
COUNTY OF Queens

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 26th day of March 2024, by Martha Tanczos, Individually and Co-Trustee The individual  is personally known to me or  has produced NY Driver's license as identification.

(Notary Stamp)

ANZENETTA MARSHALL  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration Number # 01MA6420718  
Qualified in Kings County  
Commission Expires August 16, 2025

Anzenetta Marshall  
Notary Signature  
Anzenetta Marshall  
Print Notary Name  
Notary Public of: New York  
My Commission Expires: August 16, 2025

Instrument: 165.1  
Project: Green PLACE (Parcel 165)

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed in their name.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

Erwin E. Tanczos and Martha Tanczos and Andrea M. O'Neill and Thomas E. Tanczos, as Individual and Co-Trustees of the Erwin and Martha Tanczos Trust dated October 17, 2008

WITNESS #1  
Daniela D. Campoli  
Signature

Andrea M. O'Neill  
Signature  
Andrea M. O'Neill  
Individually and as Co- Trustee

Daniela D. Campoli  
Print Name

Mailing Address: 61-21 65<sup>th</sup> Street

Mailing Address: 88 Willis Ave

City: Middle Village State: NY

City: Floral Park State: NY

Zip Code: 11379

Zip Code: 11001

WITNESS #2  
Anzenetta Marshall  
Signature

Anzenetta Marshall  
Print Name

Mailing Address: 315 68<sup>th</sup> Street

City: Brooklyn State: NY

Zip Code: 11220

STATE OF New York  
COUNTY OF Queens

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 26<sup>th</sup> day of March 2024, by Andrea M. O'Neill Individually and Co-Trustee. The individual  is personally known to me or  has produced NY DRIVER'S License as identification.

(Notary Stamp)

ANZENETTA MARSHALL  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration Number # 01MA6420718  
Qualified in Kings County  
Commission Expires August 16, 2025

Anzenetta Marshall  
Notary Signature  
Anzenetta Marshall  
Print Notary Name

Notary Public of: New York  
My Commission Expires: August 16, 2025

Instrument: 165.1  
Project: Green PLACE (Parcel 165)

Signature of **TWO** witnesses and their mailing addresses are required by Florida law, F.S. 695.26

Erwin E. Tanczos and Martha Tanczos and Andrea M. O'Neill and Thomas E. Tanczos, as Individual and Co-Trustees of the Erwin and Martha Tanczos Trust dated October 17, 2008

WITNESS #1  
Daniela Campoli  
Signature  
Daniela D. Campoli  
Print Name  
Mailing Address: 88 Willis Ave  
City: Forest Park State: NY  
Zip Code: 11601

Thomas Tanczos  
Thomas E. Tanczos Individually and Co-Trustee

Mailing Address: 50-44 66<sup>th</sup> Street  
City: Woodside State: NY  
Zip Code: 11377

WITNESS #2  
Anzenetta Marshall  
Signature  
Anzenetta Marshall  
Print Name

Mailing Address: 315 68<sup>th</sup> Street  
City: Brooklyn State: NY  
Zip Code: 11220

STATE OF New York  
COUNTY OF Queens

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 26<sup>th</sup> day of March 2024, by Thomas E. Tanczos Individually and Co-Trustee. The individual  is personally known to me or  has produced NY Drivers license as identification.

(Notary Stamp)

Anzenetta Marshall  
Notary Signature  
Anzenetta Marshall  
Print Notary Name  
Notary Public of: New York  
My Commission Expires: August 16, 2025

ANZENETTA MARSHALL  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration Number # 01MA6420718  
Qualified in Kings County  
Commission Expires August 16, 2025

Instrument: 165.1  
Project: Green PLACE (Parcel 165)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A portion of Lots 1, 2, 3, 8, 9 and 10, Block 4, Christmas Gardens Development No. 1, according to the Plat thereof as recorded in Plat Book P, Page 54, of the Public Records of Orange County, Florida, more particularly described as follows:

Commence at the East 1/4 corner of Section 35, Township 22 South, Range 32 East, Orange County, Florida; thence run North 00 degrees 02 minutes 20 seconds West, along East line of the Northeast 1/4 of said Section 35 a distance of 458.46 feet to a point on the Westerly right of way line of State Road 520 (Right of way Map Section 75140-2502) also being a point on a curve concave Southwesterly having a radius of 17088.80 feet, a Tangent Bearing of North 35 degrees 31 minutes 02 seconds West, with a Chord bearing of North 39 degrees 39 minutes 15 seconds West, and a Chord distance of 2465.64 feet, through a Central Angle of 08 degrees 16 minutes 27 seconds; thence along the arc of said curve 2467.78 feet to the POINT OF BEGINNING; thence continue along said Westerly Right of Way line of State Road 520 along an arc of said curve having a radius of 17088.80 feet a Chord bearing of North 44 degrees 46 minutes 32 seconds West, and a Chord distance of 587.10 feet through a central angle of 01 degree 58 minutes 07 seconds, along the arc of said curve for a distance of 587.13 feet to point of tangency; thence run North 45 degrees 45 minutes 35 seconds West along said Westerly right of way line of State Road 520 and the Southwesterly right of way line of State Road 50 (Right of way Map Section 75060-433607-1) to the Northwesterly line of said Lot 1, Block 4, a distance of 373.55 feet; thence run South 43 degrees 59 minutes 38 seconds West, along said Northwesterly line of said Lot 1, Block 4, a distance of 548.86 feet to the Southwesterly corner of said Lot 1, Block 4; thence run South 44 degrees 11 minutes 50 seconds West along the Northwesterly line of said Lot 10, Block 4, a distance of 629.94 feet to the Southwesterly corner of said Lot 10, Block 4; thence run South 45 degrees 35 minutes 08 seconds East along the Southwesterly line of said Lots 8, 9 and 10, Block 4, a distance of 957.53 feet to the Southeasterly corner of said Lot 8, Block 4; thence run North 44 degrees 16 minutes 37 seconds East, along Southeasterly line of said Lot 8, Block 4, a distance of 629.94 feet to the Northeasterly corner of said Lot 8, Block 4; thence run North 44 degrees 13 minutes 08 seconds East, along Southeasterly line of said Lot 3, Block 4, a distance of 541.69 to the aforementioned Westerly right of way and the POINT OF BEGINNING.

**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**

1. Covenants, conditions, restrictions, easements, and other matters as shown at plat Book P, Page(s) 54 of the Public Records of Orange County, Florida.
2. Subject to Additional Width Right of Way Easement recorded in Deed Book 531, Page 411, of The Public Records of Orange County, Florida.

Green PLACE 165  
Agreement for Assignment and Assumption of Lease

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

**SEP 12 2023**

**AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF LEASE**

This Agreement for Assignment and Assumption of Lease (the "Agreement") between Michele Tardugno and Theresa Tardugno, husband and wife, as to an undivided 50% interest, and Erwin E. Tanczos, Martha Tanczos, Andrea M. O'Neill, and Thomas E. Tanczos, as Trustees of the Erwin and Martha Tanczos Trust, as to an undivided 50% interest by successor or assign from M & T Tardugno and E & M Tanczos (collectively the "Assignor") and ORANGE COUNTY, a charter county and political subdivision of the state of Florida (the "Assignee") is made on MAR 13 2024, 2024.

**RECITALS**

**WHEREAS**, M & T Tardugno and E & M Tanczos ("Lessor") and Republic Media, Inc. ("Lessee"), previously executed that certain Agreement of Lease dated February 25, 1998, a copy of which is attached hereto as Exhibit "A" (the "Lease") and incorporated herein by reference; and

**WHEREAS**, Assignor wishes to assign and transfer to Assignee that Lease dated February 25, 1998, regarding the billboard located on a portion of the property located at 19622 E. Colonial Drive, Orlando, Florida 32820, together with all Assignor's right, title, and interest in and to the Lease and premises, subject to all the conditions and terms contained in the Lease, and Assignee wishes to fully assume such Lease.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the above recitals, the mutual promises herein contained and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated as material provisions into this Agreement.

2. **ASSIGNMENT AND ASSUMPTION OF LEASE.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Lease, and the Assignee hereby agrees to fully assume the same. Assignor hereby agrees to indemnify and hold Assignee harmless from any and against all costs, liabilities, damages, obligations or expenses, including, without limitation, reasonable attorney's fees, originating prior to the date hereof relating to Assignor's responsibility under the Lease. Assignee hereby assumes all of the Assignor's obligations under the Lease and agrees to indemnify and hold Assignor harmless from any and against all costs, liabilities, damages, obligations or expenses, including, without limitation, reasonable attorney's fees, originating subsequent to the date hereof relating to Assignor's responsibility under the Lease. The signatory below represents and warrants that it has the requisite power and authority to execute this Agreement on behalf of the Assignor.



Green PLACE 165  
Agreement for Assignment and Assumption of Lease

3. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any and all prior Agreements, discussions, negotiations, arrangements, or understandings, whether written, oral or implied, with respect to the assignment or transfer of the Lease to the Assignee.

4. **INFORMED EXECUTION.** This Agreement is entered into voluntarily by the parties after full review, evaluation and consideration by each party. Each party either is represented by counsel or has been afforded an opportunity to retain counsel for review of this Agreement.

5. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida without reference to choice of law or conflict of law principles, and venue shall be in Orange County, Florida.

6. **WAIVER OF JURY TRIAL; ATTORNEY FEES.** If any party herein commences litigation against any other party herein for the specific performance of this Agreement, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties waive any right to a trial by jury and, in the event of any commencement of litigation, the parties agree that they are responsible for their own attorney's fees regardless of which party prevails.

7. **RECORDATION.** No party may record this Agreement and/or a copy or memorandum thereof in the public records of Orange County, Florida, unless the Assignor and the Assignee under the Lease approves of such in writing in their discretion.

8. **SUCCESSORS IN INTEREST.** This Agreement shall bind and benefit all successors and assigns to the parties hereto.

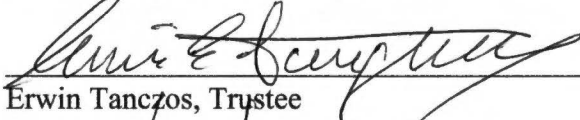
9. **ORIGINAL AND COUNTERPARTS.** This Agreement may be executed in any number of counterparts, the aggregate of which shall constitute a single document, and electronic and/or facsimile signatures shall be deemed original signatures.

[remainder page intentionally left blank; signatures on following page]

Green PLACE 165  
Agreement for Assignment and Assumption of Lease

**ASSIGNOR**

Erwin and Martha Tanczos Trust,  
as to an undivided 50% interest

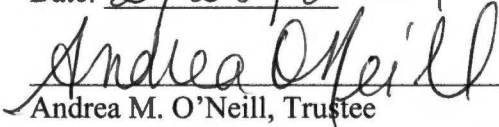
  
Erwin Tanczos, Trustee

Date: 2/28/2024

Martha Tanczos

Martha Tanczos, Trustee

Date: 2/28/2024

  
Andrea M. O'Neill, Trustee

Date: 2/28/2024

  
Thomas E. Tanczos, Trustee

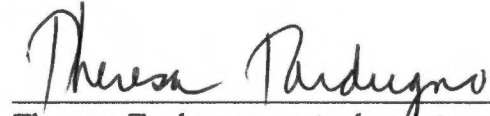
Date: 2/28/2024

**ASSIGNOR**



Michele Tardugno, as to his interest in an  
undivided 50% interest


Date: 2/23/2024



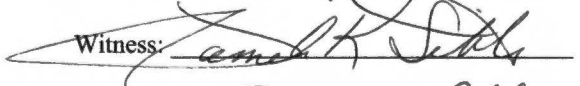
Theresa Tardugno, as to her interest in an  
undivided 50% interest

Date: 2/23/2024

**WITNESSED:**

Witness: 

Printed Name: Terry L. Sible

Witness: 

Printed Name: Pamela K. Sible

Green PLACE 165  
Agreement for Assignment and Assumption of Lease

**ORANGE COUNTY, FLORIDA**



By: Board of County Commissioners

By: Bryan W. Burks  
for Jerry L. Demings  
Orange County Mayor

Date: 13 March 2024

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

By: Jennifer Lora Klintz  
Deputy Clerk

Printed Name: Jennifer Lora Klintz

Green PLACE 165  
 Agreement for Assignment and Assumption of Lease

Exhibit A

**SIGN LOCATION LEASE**

Structure Number: 10758

Date: February 25, 1998



JUL 21 1998

Name: Michael Tanduono & Edwin Tanczos Address: 12309 E. Colonial Dr  
Orlando, FL 32826  
 (M & T Tardugno and E & M Tanczos)  
 Social Security/Federal ID Number: 59-262-0059 Phone: (407) 273-3631

Owner of the hereinafter described real estate, (Lessor), hereby leases to Republic Media, (Lessee) one site(s) of approximately 400 square feet each, more particularly described and diagrammed herein, for the exclusive purpose of erecting, placing and maintaining one outdoor advertising sign structure(s), each approximately 40 feet long on Lessor's property located adjacent to Highway E. 50 in Sitka Township, Orange County, State of Florida with the following legal description:

E. Colonial Drive North of 520 and 50 Interchange

for a period of ten (10) years at a rental of \$ 3,600 per year payable monthly without prepayment beginning on the date the sign structure(s) is (are) erected.

**\*\*This lease is not binding until all proper permits are obtained and payments within 30 days\*\***

Lessor shall not cause nor permit any advertising sign structure other than Lessee's to be erected or placed on the above described site(s) or on any real estate owned or controlled by Lessor nor cause nor permit Lessee's sign structure(s) to be or become obscured from the highway.

It is agreed that all structures, equipment, materials and fixtures placed upon the site(s) shall remain the property of the Lessee and Lessee is granted a reasonable time to remove the sign structure(s) after the termination of this agreement. It is further agreed that Lessee shall be entitled to an apportionment on the basis of the value of its leasehold interest of any awards or compensation received in connection with any legal action proceeding or compromise settlement made pursuant to any governmental agency requirement for the removal of the sign structure(s).

Lessor warrants that he is the owner or the authorized agent of the owner of the site(s) and that he has full authority to enter into this agreement. Lessor warrants that if Lessee shall pay the rent provided for herein, Lessee shall and may peaceably and quietly have, hold and enjoy the use of the site(s) for the term of this agreement.

This Lessee shall not obligate Lessee in any way until it is accepted and signed by an executive officer of Lessee at the executive offices of Lessee or by the General Manager of the regional office of Lessee which will be responsible for executing Lessee's duties under this agreement. It is understood that this agreement constitutes the entire agreement an understanding between the parties and supersedes all prior representations, understandings and agreements relating to the site(s). This agreement may not be modified except in writing signed by Lessor and an executive officer of Lessee or the General Manager of the regional office of Lessee which will be responsible for executing Lessee's duties under this agreement.

Lessee grants to Lessee the right to renew this agreement for two (2) additional ten (10) year terms under the same terms and conditions as appear herein unless Lessor inquires, in writing, to Lessee no less than sixty (60) days prior to the end of the original term or any renewal term thereof as to Lessee's intent and Lessee confirms to Lessor in writing within thirty (30) days of its receipt of Lessor's inquiry that it, in fact, does not intend to exercise the option to renew this agreement. Neither Lessor nor Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This agreement shall be binding upon the heirs, executors, personal representatives, successors and assigns for the parties hereto and Lessor agrees to notify Lessee of any change of ownership of the real estate or of Lessor's mailing address within thirty (30) days of such change.

Lessor acknowledges receipt of Lessee's check number N/A in the amount of \$ N/A representing the first month's rental payment and option on the site(s) described in this agreement.

	LOCATION DESCRIPTION (FOR OFFICE ONLY)			
	SF □	BB □	VTYPE □	SBS □
	FACING TRAFFIC: N S E W			
	Side Highway: N S E W			
	BILLUM			
	CREW CHIEF			
	DATE INSTALLED		HAGL	
SET BACK				

ACCEPTANCE: LESSEE SHALL NOT BE OBLIGATED BY THIS LEASE UNTIL SIGNED BY AN EXECUTIVE OFFICER AT LESSEE'S EXECUTIVE OFFICES OR BY A GENERAL MANAGER AT LESSEE'S REGIONAL OFFICE.

The parties acknowledge and agree that they have read and are bound by the additional terms and conditions contained in this agreement.

ACCEPTED BY: [Signature] LESSOR: [Signature]

TITLE: Executive Officer of General Manager Date: 1 / 1 NAME: M & T Tardugno & E & M Tanczos

This instrument was prepared and issued by  
[Signature]  
 William Joffe  
 TITLE: District Manager Date: 2/25/98

ADDRESS: 12309 E. Colonial Dr.  
Orlando, FL 32826  
 Date: 2 / 25 / 98

REQUEST FOR FUNDS / WIRE TRANSFER

X Under BCC Approval

Under Ordinance Approval

Date: August 1, 2023

Total Amount: \$1,808,868.00

Project: Green PLACE

Parcels: 165

Charge to Account # 1023-068-4303-6110

Beth Jackson 8-1-2023

Controlling Agency Approval Signature Date

Beth Jackson  
Printed Name:

Heather Coons 8/1/23  
Fiscal Approval Signature Date

Heather Coons  
Printed Name

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condemnation Post-Condemnation

X N/A District # 5

- Acquisition at Approved Appraisal
X Acquisition at Below Approved Appraisal
Acquisition at Above Approved Appraisal
Advance Payment Requested
Donation

Cobblestone Title Services, LLC
385 Alexandria Blvd, Suite 2
Oviedo, Florida 32765
FIEN#: 20-5513670
\$1,808,868.00 (purchase price, title insurance & closing costs)
Attorney Fees/Expert Fees \$N/A
Total \$1,808,868.00

DOCUMENTATION ATTACHED (Check appropriate block(s))

- X Contract/ Agreement
Copy of Executed Instruments
Copy of Unexecuted Instruments
X Certificate of Value
X Settlement Analysis

Payable to: Cobblestone Title Services, LLC \$1,808,868.00

SPECIAL NOTE: Payment of \$1,808,868.00 To be made by Wire Transfer Only

Recommended by David Sustachek, Sr. Acquisition Agent, Real Estate Mgmt. Div.

8-1-2023

Date

Payment Approved Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Div.

8.21.2023

Date

or Payment Approved Mindy T. Cummings, Manager, Real Estate Mgmt. Div.

Date

Certified Mary M. Fico Deputy Clerk to the Board

SEP 12 2023

Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

IMPORTANT: This parcel will close by Wire Transfer for the payment of \$1,808,868.00. Instructions will be sent once the closing date is determined. Please Contact the Agent @ 836-7082 if there are any questions.

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS SEP 12 2023

CERTIFICATE OF VALUE

(DELETE APPROPRIATE [BRACKETED] WORD)

I certify to the best of my knowledge and belief, that:

County: Orange
Managing District: Orange
Parcel No.: Tanczos/Tardugno / 165

- 1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the acquisition of land area for the Orange County Environmental Protection Division for passive recreational activities.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Orange County and I will not do so until so authorized by the County officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the County without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 27th day of May, 2022, is: \$1,874,100

Market value should be allocated as follows:

Table with 2 columns: Description and Value. Rows include LAND (\$1,874,100), LAND AREA (26.41 Acres), IMPROVEMENTS (\$0), PROPERTY TYPE (Commercial / Agricultural), NET DAMAGES &/OR COST TO CURE (\$0), and TOTAL (\$1,874,100).

June 9, 2022
DATE

Signature: Robert W. Simmons, Jr.
APPRaiser
Robert W. Simmons, Jr., Vice President
State-Certified General Real Estate Appraiser RZ1736

ADDENDUM TO CERTIFICATE OF VALUE

Appraiser: Robert W. Simmons, Jr.  
State-Certified General Real Estate Appraiser RZ1736 (Expiration 11/30/22)  
Project: GreenPLACE  
County: Orange  
Managing District: Orange County  
Parcels: 26-22-32-1312-04-001 & 26-22-32-1312-040-020  
Owner: Erwin and Martha Tanczos Trust and Michele and Theresa Tardugno

This is a Summary Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(A) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.

Some of the sales relied upon in this report occurred during the world pandemic known as COVID 19. According to the Center for Disease Control and Prevention (CDC), "on February 11, 2020 the World Health Organization (WHO) announced an official name for the disease that is causing the 2019 novel coronavirus outbreak, first identified in Wuhan China." Since that time, the WHO has classified the outbreak of COVID 19 as a world pandemic. Since March 16, 2020 the number of COVID 19 cases in the US has increased from 3,300± to over 84,678,350 as of June 5, 2022. There may be impacts in the market; however, there is not sufficient quantitative data available to support a market conditions adjustment at this time.

I have made an Extraordinary Assumption that the wetland acreage size calculated by Orange County records and GIS is accurate. I was not provided an environmental study. In the event a wetlands study is provided, I reserve the right to modify this appraisal report. The use of the extraordinary assumption may affect assignment results.

I certify that, to the best of my knowledge and belief the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that, through prior experience with similar type properties and appraisal problems, the appraisers have the competency and expertise to complete this assignment.

I certify that the use of this report is subject to the requirements of the State of Florida and Appraisal Institute relating to review by its duly authorized representative.

I have not used any hypothetical conditions for this appraisal report.

As of the date of this report, I, Robert W. Simmons, Jr. have completed the requirements of the continuing education program for Practicing Affiliates of the Appraisal Institute.

As of the date of this report, I, Robert W. Simmons, Jr. have completed the requirements of the continuing education program of the State of Florida for State Certified General Appraisers.

June 9, 2022

DATE



Robert W. Simmons, Jr.

State-Certified General Real Estate Appraiser RZ1736

Project: Green PLACE  
Parcel No(s): 165  
Name of Owner(s): Tardugno, Tanczos  
Page No.: 1

**SETTLEMENT ANALYSIS**

Pre-Condemnation  
 Not Under Threat

**County's Appraised Value**

<b>Parcel 187</b>	
Land: 26.41 acres (Two appraisals range between \$1,874,100 and \$2,715,000)	\$ 1,800,000.00
Improvements:	\$ 0.00
Cost-to-Cure:	\$ N/A
Other Damages:	\$ N/A
<b>Total Appraisal Value</b>	<b>\$ 1,800,000.00</b>

**Owner's Requested Amount—Initial**

Owner's Counteroffer:	\$ 1,800,000.00
Parcel Amount:	\$
Expert Fees:	\$ N/A
Attorney Fees:	\$ N/A
<b>Total Owner's Requested Amount—Initial:</b>	<b>\$ 1,800,000.00</b>

**Owner's Requested Amount—After Negotiations**

Owner's Counteroffer: Owner accepted OC initial offer	\$ 1,800,000.00
Parcel Amount: Accepted offer under both appraisals	\$ 1,800,000.00
Expert Fees:	\$ N/A
Attorney Fees:	\$ N/A
<b>Total Owner's Requested Amount—After Negotiations:</b>	<b>\$1,800,000.00</b>

**Recommended Settlement Amount**

**\$ 1,800,000.00**



Project: Green PLACE  
Parcel No(s): 165  
Name of Owner(s): Tardugno, Tanczos  
Page No.: 2

**EXPLANATION OF RECOMMENDED SETTLEMENT**

(Memorandum to File pursuant to Section 4 of Ordinance 92-29)

The property is a vacant 28.41-acre site located on the south side of East Colonial Drive, just west of State Road 520 in Orlando. There is a billboard located northwest corner of the parcels which has a lease through July 31, 2028. The parcels are rectangular shaped and are zoned C-2, General Commercial District, and A-2, Agricultural Farmland Rural District, and a Rural Future Land Use. The parcel consisting of 8.25 acres includes 1.95 acres of usable commercial acres, 1.95 acres of wetland, and 4.35 upland agricultural acres. The adjacent parcel consisting of 18.16 acres includes 5.48 acres of usable commercial acres, 4.00 acres of wetland, and 8.68 upland agricultural acres. The parcels are located within Zone "X" of FEMA Flood Map 12095C0315F. Real Estate Management coordinated independent appraisals to establish a basis for purchase value and then reviewed the report with Beth Jackson from Environmental Protection. The value from the appraisals ranged between \$1,874,100 and \$2,715,000. Orange County made an initial offer of \$1,800,000 which was accepted by the Seller. This is below the appraised market value.

Recommended by: David Sustachek Date: 8-1-2023  
David Sustachek, Sr. Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Aida Ortiz Date: 8/21/23  
Aida Ortiz, Program Manager, Real Estate Mgmt. Division

Approved by: Nemesie Esteves Date: 8/21/2023  
Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Division