



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: June 20, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Erica L. Guidroz, Acquisition Agent *RKB for EG*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: APPROVAL OF CONTRACT FOR SALE AND PURCHASE AND WARRANTY DEED BETWEEN GGH 37, LLC AND ORANGE COUNTY AND DONATION AGREEMENT AND QUIT CLAIM DEED BETWEEN AVANZAR CONDOMINIUM ASSOCIATION, INC. AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Texas Avenue RCA (Oak Ridge Rd to Holden Ave.)

District 6

PURPOSE: To provide for access, construction, operation, and maintenance for road improvements

ITEMS: Contract for Sale and Purchase (Parcel 1034)

Warranty Deed (Instrument 101.1)
Cost: \$60,000.00
Size: 0.616 acres

Donation Agreement (Parcel 1034)

Quit Claim Deed (Instrument 101.2)
Cost: Donation
Size: 0.616 acres

BUDGET: Account No.: 1023-072-5121-6110

FUNDS: \$61,082.50 Payable to First American Title Insurance Company
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
Public Works Department

REMARKS: Grantor to pay documentary stamp tax and prorated taxes.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 17 2018

Prepared by and Return to:
Jennifer Nendza, an employee of
First American Title Insurance Company
2233 Lee Road, Suites 101 & 110
Winter Park, Florida 32789
(407)691-5200
File No.: 2021-4079827
Instrument: 1034.1A
Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)

SPECIAL WARRANTY DEED

State of Florida

County of Orange

THIS SPECIAL WARRANTY DEED is made on September 28, 2018 between

GGH 37, LLC, a Florida limited liability company

having a business address at: 18305 Biscayne Blvd Ste 400, Aventura, FL 33160
("Grantor"). and

Orange County, a charter county and political subdivision of the State of Florida

having a mailing address of: 400 East South Street, Fifth Floor, Orlando, FL 32801
("Grantee"),

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto said "Grantee", its successors and assigns forever, following described land, situate, lying and being in the County of **Orange, State of Florida**, to-wit:

A part of the South 180 feet of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 23 South, Range 29 East, Orange County, Florida, subject to Right-of-Way over the West 40 feet and the South 30 feet thereof, being more fully described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 23 South, Range 29 East, Orange County, Florida; thence North 00°08'00" East, along the West line thereof, 180 feet to the North line of the South 180 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 15; thence North 89°34'00" East, along the North line thereof 40.00 feet to the Point of Beginning; thence continue North 89°34'00" East, 218.33 feet; thence South 00°26'00" East 150.00 feet to a point on the North Right-of-Way line of Honour Road; thence South 89°34'00" West, 219.81 feet along Honour Road Right-of-Way to the East Right-of-Way line of Texas Avenue; thence North 00°08'00" East, along the East Right-of-Way line thereof, 40 feet East of and parallel with the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 15, 150.00 feet to the Point of Beginning.

Formerly Known As:

Condominium Units 2145; 2147; 2149; 2151; 2153; 2155; 2157; 2159; 2161 and 2163, AVANZAR PHASE 3, A CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 3470, Page 1560, as amended from time to time, of the Public Records of Orange County, Florida.

Less the South 60 feet of the East 100 feet of the above described property.

Tax Parcel Identification Number: **15-23-29-0346-02-145; 15-23-29-0346-02-0147; 15-23-29-0346-02-149; 15-23-29-0346-02-0151; 15-23-29-0346-02-153; 15-23-29-0346-02-0155; 15-23-29-0346-02-157; 15-23-29-0346-02-0159; 15-23-29-0346-02-161; 15-23-29-0346-02-0163;**

SUBJECT, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any.

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 Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to **2017**. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

GGH 37, LLC, a Florida limited liability company

By: 

Name: Jonathan Politano
Title: Manager

Signed, sealed and delivered in our presence:



Witness Signature

Print Name: NICOLE KING



Witness Signature

Print Name: David Egori

State of **Florida**

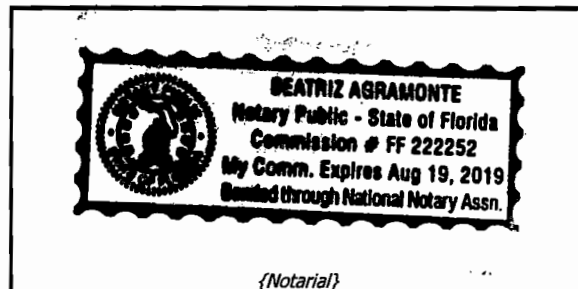
County of **Orange**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on September 25 2018
by Jonathan Blitner as Manager, on behalf of **GGH 37, LLC, a Florida limited liability company**, existing under the laws of the State of **Florida**, who is/are personally known to me or who has/have produced a valid driver's license as identification.

BT Ste
Notary Public

Beatriz Agramonte
(Printed Name)

My Commission expires: Aug 19 2019



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 17 2018

Prepared by
Jennifer Nendza, an employee of
First American Title Insurance Company
2233 Lee Road, Suites 101 & 110
Winter Park, Florida 32789
(407)691-5200

Return to: Grantee

File No.: 2021-4079827
Instrument: 1034.1B
Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)

QUIT CLAIM DEED

THIS INDENTURE, made on 9/27/18, by and between

Avanzar Condominium Association, Inc., a Florida not-for-profit corporation, organized and existing under the laws of the State of **Florida**

whose address is: 801 N. Main Street, Kissimmee, FL 34744,
party of the first part, and

Orange County, Florida, a charter county and political subdivision of the State of Florida

whose address is: 400 East South Street, Fifth Floor, Orlando, FL 32801
party of the second part,

Witnesseth: that the said party of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00), in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit claimed, and by these presents does remise, release and quit-claim unto the said party of the second part, and their heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Orange, State of Florida, to-wit:

A part of the South 180 feet of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 23 South, Range 29 East, Orange County, Florida, subject to Right-of-Way over the West 40 feet and the South 30 feet thereof, being more fully described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 23 South, Range 29 East, Orange County, Florida; thence North 00°08'00" East, along the West line thereof, 180 feet to the North line of the South 180 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 15; thence North 89°34'00" East, along the North line thereof 40.00 feet to the Point of Beginning; thence continue North 89°34'00" East, 218.33 feet; thence South 00°26'00" East 150.00 feet to a point on the North Right-of-Way line of Honour Road; thence South 89°34'00" West, 219.81 feet along Honour Road Right-of-Way to the East Right-of-Way line of Texas Avenue; thence North 00°08'00" East, along the East Right-of-Way line thereof, 40 feet East of and parallel with the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 15, 150.00 feet to the Point of Beginning.

Formerly Known As:

Condominium Units 2145; 2147; 2149; 2151; 2153; 2155; 2157; 2159; 2161 and 2163, AVANZAR PHASE 3, A CONDOMINIUM, together with an undivided interest in the common elements, according to the

Declaration of Condominium thereof recorded in Official Record Book 3470, Page 1560, as amended from time to time, of the Public Records of Orange County, Florida.

Less the South 60 feet of the East 100 feet of the above described property.

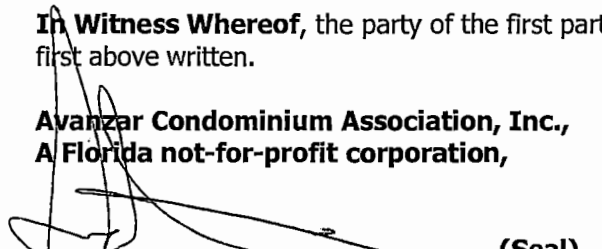
Parcel Identification Number: **15-23-29-0346-02-145 and 15-23-29-0346-02-147 and 15-23-29-0346-02-149 and 15-23-29-0346-02-151 and 15-23-29-0346-02-153 and 15-23-29-0346-02-155 and 15-23-29-0346-02-157 and 15-23-29-0346-02-159 and 15-23-29-0346-02-161 and 15-23-29-0346-02-163**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.


To Have and to Hold, the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behalf of the said party of the second part forever.

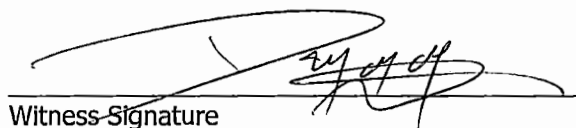
In Witness Whereof, the party of the first part has hereunto set hand(s) and seal(s) the day and year first above written.

**Avanzar Condominium Association, Inc.,
A Florida not-for-profit corporation,**


(Seal)
By: Adalgiso Castillo
Its:

Signed, sealed and delivered in our presence:


Witness Signature
Print Name: Carlos Jose Cruz


Witness Signature
Print Name: Daniel Navarro

State of **Florida**

County of Orange

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on September 27, 2018
by Adalgisa Castillo, as Vice President, on behalf of **Avanzar
Condominium Association, Inc.**, existing under the laws of the State of **Florida**, who is/are
personally known to me or who has/have produced a valid driver's license as identification.

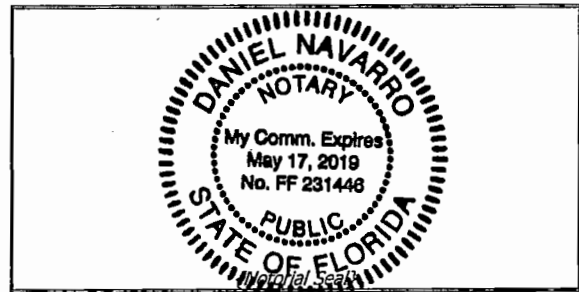


Notary Public

Daniel Navarro

(Printed Name)

My Commission expires: May 17, 2019



REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: 6-5-18

Amount: \$61,082.50

Project: Texas Avenue RCA (Oak Ridge Rd to Holden Avenue)

Parcel: 1034

Charge to Account # 1023-072-5121-6110

Engineering Approval _____ Date _____

Fiscal Approval _____ Date _____

TYPE TRANSACTION (Check appropriate block{s})

Pre-Condemnation Post-Condemnation

X N/A

District # 6

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

First American Title Insurance Company

\$60,000.00 Purchase Price

\$1,020.00 Closing Costs

\$ 62.50 Recording Fees

\$61,082.50 Total

DOCUMENTATION ATTACHED (Check appropriate block{s})

X Contract
X Copy of Executed Instruments
X Certificate of Value
X Settlement Analysis

First American Title Insurance Company, 2233 Lee Road, Suite 110, Winter Park, FL 32789

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

Recommended by Erica Guidroz
 Erica Guidroz, Acquisition Agent

6-5-18
 Date

Payment Approved Paul Sladek
 Paul Sladek, Manager, Real Estate Management Division

6/19/18
 Date

Certified Melissa R. H.
 Approved by BCC Deputy Clerk to the Board

JUL 17 2018

Date

Examined/Approved _____
 Comptroller/Government Grants

Check No. / Date

REMARKS:

Scheduled Closing Date: As soon as check is available

Anticipated Closing Date: TBD

Please Contact Acquisition Agent @ 67036 if you have any questions.

APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
JUL 17 2018

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: 6-5-18

Amount: \$61,082.50

Project: Texas Avenue RCA (Oak Ridge Rd to Holden Avenue)

Parcel: 1034

Charge to Account # 1023-072-5121-6110

6/12/18

Engineering Approval

Fiscal Approval

6/25/18

6/30/18

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condernnation Post-Condernnation

X N/A

District # 6

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

DOCUMENTATION ATTACHED (Check appropriate block(s))

- X Contract
- X Copy of Executed Instruments
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First American Title Insurance Company

\$60,000.00 Purchase Price

\$1,020.00 Closing Costs

\$ 62.50 Recording Fees

\$61,082.50 Total

First American Title Insurance Company, 2233 Lee Road, Suite 110, Winter Park, FL 32789

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

Recommended by Erica Guidroz
Erica Guidroz, Acquisition Agent

6-5-18
Date

Payment Approved Paul Sladek
Paul Sladek, Manager, Real Estate Management Division

6/19/18
Date

Certified _____
Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

Scheduled Closing Date: As soon as check is available

Anticipated Closing Date: TBD

Please Contact Acquisition Agent @ 67036 if you have any questions.

JUL 17 2018

Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)
Parcel: 1034

CONTRACT FOR SALE AND PURCHASE

COUNTY OF ORANGE
STATE OF FLORIDA

THIS CONTRACT, made between GGH 37, LLC, a Florida limited liability company, hereinafter referred to as SELLER, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as BUYER.

WITNESSETH:

WHEREAS, BUYER seeks to acquire the land described on Exhibit "A" attached hereto for the above referenced project and SELLER agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Numbers:

15-23-29-0346-02-145, 15-23-29-0346-02-147, 15-23-29-0346-02-149, 15-23-29-0346-02-151,
15-23-29-0346-02-153, 15-23-29-0346-02-155, 15-23-29-0346-02-157, 15-23-29-0346-02-159,
15-23-29-0346-02-161 and 15-23-29-0346-02-163

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), each to the other paid, the parties hereto agree as follows:

1. SELLER agrees to sell and convey said land unto BUYER by Special Warranty Deed, free and clear of all liens and encumbrances, except those acceptable to BUYER, if any, for the total sum of Sixty Thousand Dollars (\$60,000.00).
2. This transaction shall be closed and the deed and other closing papers delivered on or before 90 days from the Effective Date of this CONTRACT. Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801, or at a Title Company designated by the BUYER.
3. SELLER agrees that prior to closing, 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. 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.
4. Expenses:
 - A. 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

Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)
Parcel: 1034

deducted from the proceeds of sale and remitted by First American Title Insurance Company 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 closing, 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.

- B. Documentary stamp tax shall be paid by SELLER. BUYER shall pay for recording the deed.
 - C. Title insurance is to be paid by BUYER.
 - D. Survey is to be paid by BUYER.
5. This CONTRACT 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 CONTRACT between SELLER and BUYER. No additions, alterations, or variations to the terms of this CONTRACT shall be valid, nor can provisions of this CONTRACT be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.
6. Special clauses:
- A. This CONTRACT is contingent upon delivery by SELLER to BUYER in recordable form all instruments necessary to convey clear title to the property.
 - B. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
 - C. SELLER will surrender possession of the property at time of closing.
 - D. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.
 - E. Effective Date: This CONTRACT 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.
 - F. BUYER shall have ninety (90) days after the Effective date, (the "Inspection Period") to determine whether BUYER is willing to accept title to and acquire the property from SELLER. On or before twenty (20) days following the Effective Date of this CONTRACT, BUYER shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to insure BUYER as

Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)
Parcel: 1034

purchaser of the property in the amount of the purchase price (hereinafter referred to as the "Commitment"), evidencing that marketable fee simple title to the property is currently vested in 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 (hereinafter referred to as "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 Paragraph 2 hereof. 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 CONTRACT on account thereof, (c) elect to close its purchase of the property and accept a conveyance of SELLER's title thereto subject to and notwithstanding the existence of the Title Defects on the date specified in Paragraph 2 hereof, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the closing date specified in Paragraph 2 hereof. In the event that BUYER elects to terminate this CONTRACT 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 Inspection Period described herein, this CONTRACT 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.

- G. Survey. Within sixty (60) days of the Effective Date of this CONTRACT, BUYER may obtain a current boundary survey of the property. The survey shall be certified to BUYER and First American Title Insurance Company 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 OWNER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this CONTRACT and legal description of the property set forth on the Survey 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 Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)
Parcel: 1034

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

SELLER
GGH 37, LLC,
a Florida limited liability company

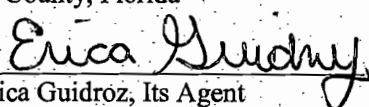
BY: 
Jonathan Politano, Manager

Post Office Address:
18305 Biscayne Blvd., Suite 400
Aventura, FL 33160

DATE: 4/13/18

BUYER

Orange County, Florida

BY: 
Erica Guidroz, Its Agent

DATE: 6-20-18

2.19.2018jls

Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)
Parcel: 1034

EXHIBIT "A"

A part of the South 180 feet of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 23 South, Range 29 East, Orange County, Florida, subject to right of way over the West 40 feet and the South 30 feet thereof, being more fully described as follows:

Commence as the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 23 South, Range 29 East, Orange County, Florida; thence N. 00°08'00" E., along the West line thereof, 180 feet to the North line of the South 180 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 15; thence N. 89°34'00" E., along the North line thereof 40.00 feet to the POINT OF BEGINNING; thence continue N. 89°34'00" E., 218.33 feet; thence S. 00°26'00" E., 150.00 feet to a point on the North right of way line of Honour Road; thence S. 89°34'00" W., 219.81 feet along Honour Road right of way to the East right of way line of Texas Avenue; thence N. 00°08'00" E., along the East right of way line thereof, 40 feet East of and parallel with the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 15, 150.00 feet to the POINT OF BEGINNING.

LESS: The South 60 feet of the East 100 feet of the above described property.

Containing approximately 0.616 acres

EXHIBIT "B"

DUE DILIGENCE CONTINGENCY

I. Orange County may obtain a report ("Environmental Survey") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "Consultants"), within ninety (90) days from Effective Date. Such Environmental Survey may include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions").

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

The Environmental Survey may include, without limitation, the results of:

- (a) a site inspection;
- (b) interviews of present occupants of the Property;
- (c) a review of public records concerning the Property and other properties in the vicinity of the Property;
- (d) a review of aerial photographs of the Property and other evidence of historic land uses;
- (e) soil and/or ground water testing and/or analysis;
- (f) asbestos testing and/or analysis;
- (g) testing and/or analysis of any other apparently applicable environmental hazard or condition;
- (h) building inspection

The Environmental Survey shall include, (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by SELLER which do not impede the performance of the Environmental Survey. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

III. SELLER will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for SELLER, or furnished to SELLER, or its agents, or consultants, and SELLER will make available to the Consultants any persons known to have knowledge of such matters. Orange County shall hold the Environmental Survey and any written materials furnished to it by SELLER confidential except as required by law.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the Property which Orange County deems to require further evaluation, then, this CONTRACT 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 CONTRACT shall be terminated upon notice to SELLER of such unacceptability with no party to this CONTRACT having any further liability to any other.

JUL 17 2018

Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)
Parcel: 1034

DONATION AGREEMENT

COUNTY OF ORANGE STATE OF FLORIDA

THIS AGREEMENT made between Avanzar Condominium Association, Inc., a Florida not for profit corporation, hereinafter referred to as ASSOCIATION, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, COUNTY seeks to acquire the land described on Exhibit "A" attached hereto for the above referenced project and said ASSOCIATION agrees to furnish its interest in said land for such purpose.

Property Appraiser's Parcel Identification Numbers:

15-23-29-0346-02-145, 15-23-29-0346-02-147, 15-23-29-0346-02-149, 15-23-29-0346-02-151,
15-23-29-0346-02-153, 15-23-29-0346-02-155, 15-23-29-0346-02-157, 15-23-29-0346-02-159,
15-23-29-0346-02-161 and 15-23-29-0346-02-163

WHEREAS, Declaration of Condominium of Avanzar, a Condominium (Phase I) was recorded on February 7, 1984, in Official Records Book 3470, Page 1560; Amendment to Declaration of Condominium of Avanzar, a Phase Condominium (Relating to Articles of Incorporation for Avanzar Condominium Association, Inc.) was recorded on May 16, 1984, in Official Records Book 3507, Page 1046; First Amendment to Declaration of Condominium of Avanzar, a Condominium (Phase II and Phase III) was recorded on August 9, 1984, in Official Records Book 3540, Page 2275; Certificate of Third Amendment to the Declaration of Condominium of Avanzar, a Condominium was recorded on October 6, 2000, in Official Records Book 6103, Page 1251; Certificate of Fourth Amendment to the Declaration of Condominium for Avanzar, a Condominium was recorded on November 19, 2008, in Official Records Book 9792, Page 6099; all of the Public Records of Orange County, Florida (collectively the "Declaration").

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), each to the other paid, the parties hereto agree as follows:

1. ASSOCIATION agrees to convey its interest in said land of the above referenced project, unto COUNTY by Quit Claim Deed, free of all liens and encumbrances, except those acceptable to COUNTY, if any.
2. ASSOCIATION agrees to provide COUNTY with an amendment to the Declaration, in recordable form, removing and releasing said land as described on Exhibit "A" from the form of condominium ownership and/or disposing of condominium property as may be applicable. ASSOCIATION shall also provide a Bill of Sale for those certain lift station facilities located under or upon said land.

Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)
Parcel: 1034

3. This transaction shall be closed and the deed and other closing papers delivered on or before 90 days from the effective date of this AGREEMENT. Closing shall take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place as shall be mutually agreed upon by COUNTY and ASSOCIATION.
4. 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.
5. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this AGREEMENT and incorporated herein by this reference.
6. COUNTY shall have ninety (90) days after the Effective date, (the "Inspection Period") to determine whether COUNTY is willing to accept title to and acquire the property. On or before twenty (20) days following the Effective Date of this AGREEMENT, COUNTY shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to insure COUNTY as purchaser of the property in the amount of the purchase price (hereinafter referred to as the "Commitment"), evidencing that marketable fee simple title to the property is currently vested free and clear of all liens, encumbrances or other matters of record whatsoever. In the event that COUNTY shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to COUNTY in its sole discretion, COUNTY shall notify ASSOCIATION of that fact in writing on or before fifteen (15) days following COUNTY'S receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to COUNTY (hereinafter referred to as "Title Defects"), and ASSOCIATION, or a third party as may be applicable, may take up to fifteen (15) days to cure or eliminate the Title Defects at ASSOCIATION'S election and without obligation to incur expense or to initiate legal proceedings. If ASSOCIATION, or a third party as may be applicable, is successful in curing or eliminating the Title Defects, the closing hereunder shall take place on the date specified in Paragraph 3 hereof. In the event ASSOCIATION, or a third party as may be applicable, is unable or unwilling to cure or eliminate the Title Defects within the 15-day period so provided, COUNTY shall either (a) extend the time period for curing or eliminating the Title Defects, (b) elect to terminate this AGREEMENT on account thereof, (c) elect to close its acquisition of the property and accept a conveyance of title thereto subject to and notwithstanding the existence of the Title Defects on the date specified in Paragraph 3 hereof, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the closing date specified in Paragraph 3 hereof. In the event that COUNTY elects to terminate this AGREEMENT because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to ASSOCIATION on or before the expiration of the Inspection Period described herein, this AGREEMENT shall terminate. In the event COUNTY elects to proceed on its own to cure or eliminate the Title Defects, ASSOCIATION agrees to provide its reasonable cooperation in connection with COUNTY'S efforts, but ASSOCIATION shall have no obligation to incur expense or to initiate legal proceedings.

Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)
Parcel: 1034

7. Survey. Within sixty (60) days of the Effective Date of this AGREEMENT, COUNTY may obtain a current boundary survey of the property. The survey shall be certified to COUNTY and First American Title Insurance Company and prepared in accordance with the minimum technical requirements and standards 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 COUNTY'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this AGREEMENT and legal description of the property set forth on the Survey may be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to COUNTY hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to COUNTY, in its sole discretion, these shall be treated as Title Defects. COUNTY may in its sole discretion, treat these as "Exceptions," as defined herein. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

THIS AGREEMENT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between ASSOCIATION and COUNTY, made with respect to the matters herein contained, and when duly executed constitute the AGREEMENT between ASSOCIATION and COUNTY. No additions, alterations, or variations to the terms of this AGREEMENT shall be valid, nor can provisions of this AGREEMENT be waived by either party unless expressly set forth in writing and duly signed.

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

ASSOCIATION

Avanzar Condominium Association, Inc.,
a Florida not for profit corporation

BY: Theodore C. Jefferson
Theodore C. Jefferson, President

Post Office Address:
801 N. Main Street
Kissimmee, FL 34744

DATE: 04/16/18

COUNTY

Orange County, Florida

BY: Erica Guidroz
Erica Guidroz, Its Agent

DATE: 6-20-18

Project: Texas Avenue RCA (Oak Ridge Road to Holden Ave.)
Parcel: 1034

Exhibit "A"

A part of the South 180 feet of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 23 South, Range 29 East, Orange County, Florida, subject to right of way over the West 40 feet and the South 30 feet thereof, being more fully described as follows:

Commence as the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 23 South, Range 29 East, Orange County, Florida; thence N. 00°08'00" E., along the West line thereof, 180 feet to the North line of the South 180 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 15; thence N. 89°34'00" E., along the North line thereof 40.00 feet to the POINT OF BEGINNING; thence continue N. 89°34'00" E., 218.33 feet; thence S. 00°26'00" E., 150.00 feet to a point on the North right of way line of Honour Road; thence S. 89°34'00" W., 219.81 feet along Honour Road right of way to the East right of way line of Texas Avenue; thence N. 00°08'00" E., along the East right of way line thereof, 40 feet East of and parallel with the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 15, 150.00 feet to the POINT OF BEGINNING.

LESS: The South 60 feet of the East 100 feet of the above described property.

Containing approximately 0.616 acres

EXHIBIT "B"

DUE DILIGENCE CONTINGENCY

I. Orange County may obtain a report ("Environmental Survey") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "Consultants"), within ninety (90) days from Effective Date. Such Environmental Survey may include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions").

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

The Environmental Survey may include, without limitation, the results of:

- (a) a site inspection;
- (b) interviews of present occupants of the Property;
- (c) a review of public records concerning the Property and other properties in the vicinity of the Property;
- (d) a review of aerial photographs of the Property and other evidence of historic land uses;
- (e) soil and/or ground water testing and/or analysis;
- (f) asbestos testing and/or analysis;
- (g) testing and/or analysis of any other apparently applicable environmental hazard or condition;
- (h) building inspection

The Environmental Survey shall include, (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by ASSOCIATION 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. ASSOCIATION 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 ASSOCIATION, or furnished to ASSOCIATION, or its agents, or consultants, and ASSOCIATION will make available to the Consultants any persons known to have knowledge of such matters. Orange County shall hold the Environmental Survey and any written materials furnished to it by ASSOCIATION 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 ASSOCIATION of such unacceptability with no party to this AGREEMENT having any further liability to any other.

CERTIFICATE OF VALUE

(DELETE APPROPRIATE [BRACKETED] WORD)

County: Orange
Parcel: 1034
CIP No: 5027

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

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 or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. (Describe fully the interest or bias on an addendum to this certificate.) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
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 and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification. (The name of each individual providing significant professional assistance must be stated on an addendum to this certificate, together with a statement of whether such individual is a state registered, licensed or certified appraiser and, if so, his or her registration, license or certification number.)
9. I understand that this appraisal is to be used in connection with the acquisition of a right-of-way for a transportation facility to be constructed by Orange County, Florida.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; 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, Florida 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 January, 2017, is: \$ 101,600

Market value should be allocated as follows:

LAND	\$ <u>10,700</u>	LAND AREA: (Ac/SF) <u>1.896 SF (0.044 acres)</u>
IMPROVEMENTS	\$ <u>51,300</u>	LAND USE (HABU AS VACANT): <u>Multi-Family</u>
NET DAMAGES &/OR COST TO CURE	\$ <u>39,600</u>	
TOTAL	\$ <u>101,600</u>	

March 15, 2017
DATE

March 15, 2017
DATE

Robt. W. Simmons Jr.
APPRAISER
Robert W. Simmons, Jr., Vice President
State-Certified General Real Estate Appraiser RZ1736

Ted Hastings III
APPRAISER
Ted Hastings III, MAI, SRA, Treasurer
State-Certified General Real Estate Appraiser RZ41

ADDENDUM TO CERTIFICATE OF VALUE

Appraisers: Ted Hastings III, MAI, SRA
State-Certified General Real Estate Appraiser RZ41 (Expiration 11/30/18)
Robert W. Simmons, Jr.
State-Certified General Real Estate Appraiser RZ1736 (Expiration 11/30/18)
County Road: Texas Avenue (Oak Ridge Road to Holden Avenue)
County: Orange
CIP No: 5027
Parcel: 1034

Ted Hastings III, MAI, SRA, State-Certified General Real Estate Appraiser RZ41 (Expiration 11/30/18) provided significant assistance in the function of inspection, analysis and review. Robert W. Simmons, Jr., State-Certified General Real Estate Appraiser RZ1736 (Expiration 11/30/18) provided significant assistance in the function of inspections, analysis, research and report writing. Steve Sheiman, State-Certified General Real Estate Appraiser RZ2492 (Expiration 11/30/18) and Jeffery T. Sanford, State-Certified General Real Estate Appraiser RZ3547 (Expiration 11/30/18) provided significant professional assistance in the function of data research.

We have utilized the services of Hal Collins, P.E. and Scott Stuart, land planner with Kelly, Collins & Gentry, Inc. (KCG) to provide land planning and engineering services in support of this appraisal.

We have utilized the services of Bill Richardi of W.D. Richardi, Inc., general contractor to provide cost estimates in support of this appraisal.

This is a before and after appraisal report of land and improvements. The reader is directed to the scope for a detailed explanation of valuation methods used for this appraisal.

We have not performed services as an appraiser regarding Parcel 1034 that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

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 Appraisal Institute's Code of Professional Ethics and the Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

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 Appraisal Institute relating to review by its duly authorized representative.

ADDENDUM TO CERTIFICATE OF VALUE
(Continued)

As of the date of this report, Robert W. Simmons, Jr. has completed the Standards and Ethics requirement of the Appraisal Institute for Associate Members.

As of the date of this report, Ted Hastings III, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute.

March 15, 2017

DATE



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

March 15, 2017

DATE



Ted Hastings III, MAI, SRA, Treasurer
State-Certified General Real Estate Appraiser RZ41

Project: Texas Avenue RCA (Oak Ridge Rd to Holden Ave.)
Parcel No: 1034
Name of Owner: GGH 37, LLC
Page No.: 1

SETTLEMENT ANALYSIS

 X Pre-Condemnation
 Not Under Threat

County's Appraised Value

Parcel 1034

Land: 1,896 S.F.	\$ 10,700.00
Improvements: Grass, Sabal Palm Trees, Private Sewer Lift Station, Force Main, Electrical Circuitry	\$ 51,300.00
Cost-to-Cure: Sod, Remove Sabal Palm Trees, Remove/Abandon Existing Lift Station, Engineering & Permits, New Sewer Lift Station, Plumbing, Electrical Circuitry	\$ 39,600.00
Other Damages: N/A	\$ 0

Total Appraisal Value – Parcel 1034 **\$ 101,600.00**

Total Appraisal Value – Parcel 1034 \$ 101,600.00

Owner's Requested Amount—Initial

Owner's Counter Offer: \$ 60,000.00

Total Owner's Requested Amount—Initial: \$ 60,000.00

Owner's Requested Amount—After Negotiations

Owner's Counter Offer : \$ 60,000.00

Total Owner's Requested Amount—After Negotiations: \$ 60,000.00

Probable Range of Testimony

County: \$ 101,600.00
Owner: \$ 60,000.00

Project: Texas Avenue RCA (Oak Ridge Rd to Holden Ave.)
Parcel No: 1034
Name of Owner: GGH 37, LLC
Page No.: 2

Potential Additional Costs if Condemned

Appraisal Update Fees and OT Testimony (County):	N/A
Statutory Attorney Fees (Owner):	N/A
Business Damages (Owner):	N/A
Expert Witness Fees (Owner):	N/A
Expert Witness Fees & Trial Preparation (County) (Appraisal):	N/A
Expert Witness Fees & Trial Preparation (County) (Engineering & Other):	N/A
Other: N/A	N/A
Total Potential Costs of Condemnation:	N/A
Total Potential Judgment if Condemned: (Owner Testimony Plus Costs)	N/A

Recommended Settlement Amount

\$ 60,000.00

EXPLANATION OF RECOMMENDED SETTLEMENT

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

The subject property is located at the northeast corner of South Texas Avenue and Honour Road, within unincorporated Orange County. The fee simple strip acquisition is part of a parent tract, which contains 0.735+/- (31,998 square feet) which has a rectangular configuration, and is zoned R-3, Multiple Family Dwelling Residential. The project parcel is under threat and is described as follows:

Parcel 1034 is a Fee Simple strip acquisition located along the westerly portion of the parent tract. The parcel contains 1,896 square feet and is being acquired for the expansion of South Texas Avenue.

An original offer was made at appraised value of \$101,600.00 for this parcel including all improvements and costs to cure. Approximately \$80,000 of the offered amount was for payment of and reestablishment of a private sewage pump station situated along Texas Avenue (within Parcel 1034) and serving the existing Avanzar Condominium units. When this offer was explained to the landowner, the landowner stated he didn't want to be responsible for the pump station, especially since the majority of the suggested compensation came from these improvements and the related cost to cure. He said he would not be responsible for the pump station no matter what and he would retain a lawyer if necessary to avoid taking on the responsibility of the pump station.

The landowner then proposed to sell the County the parent tract to Parcel 1034, containing 0.735± acres and currently intended to be improved with Phase III of the Avanzar Condominiums. The counter offer price of this property was \$60,000, which the landowner claimed reflected his costs in the parent tract. The County's appraisal identified the value of this parent tract at \$185,000.

Project: Texas Avenue RCA (Oak Ridge Rd to Holden Ave.)
Parcel No: 1034
Name of Owner: GGH 37, LLC
Page No.: 3

The County was reluctant to enter into this agreement to buy the entire parent tract because Phase III was part of the Avanzar Condominium and the County did not want to be obligated to pay condominium fees. Negotiations began with the Condominium Association to release the parent tract from the Condominium. The Association expressed concern about the high costs of operating and maintaining the pump station. The Association agreed to release the Phase III land from the association if the County would address the Association's concerns regarding the pump station. Upon analysis and investigation, it was determined that the pump station could be eliminated by installing a gravity sewer system as part of the road improvement project, thereby eliminating ongoing maintenance and repair to the pump station while still ensuring continuing sewer service availability to the existing Avanzar Condominiums. With this solution in mind, Avanzar Condominium adopted a 5th Amendment to the Declarations of Condominium, releasing all interests in Phase III, with a 75% vote of the members on February 22, 2018. The County currently intends, but is not contractually bound, to eliminate the existing pump station and install a gravity line in its place during construction of the improvements to Texas Avenue.

Additionally, negotiations with the Association revealed that they had constructed a vehicle parking lot and perimeter fence within a portion of the original parent tract. This area is used by the Association for overflow parking. The Association expressed a desire to keep this parking area for continued use. In light of this, the County is purchasing the entire parent tract less and except the South 60 feet of the East 100 feet of the parent tract (6,000 SF or 0.137± acres). GGH-37, LLC is donating the area of exception to the Association for continued use as a parking lot.

Because of the release within the 5th Amendment to the Declarations of Condominium, the County continued to pursue negotiations with the owner of the parent tract, ultimately reaching an acquisition agreement to purchase the needed land area previously intended for use as Phase III of the Avanzar Condominium.

I recommend and request approval of the \$60,000.00 for this agreement.

Recommended by: Erica Guidroz Date: 6-20-18
Erica Guidroz, Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Robert K Babcock Date: 6-20-18
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by: Paul Sladek Date: 6/20/18
Paul Sladek, Manager, Real Estate Mgmt. Division

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**Print or type
See Specific Instructions on page 2.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**GGH 37, LLC****2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)**18305 Biscayne Blvd #400**

Requester's name and address (optional)

6 City, state, and ZIP code**Aventura, FL 33160****7** List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or**Employer identification number**

2	6	-	3	5	8	1	2	5	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

4/13/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.