



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 10

**DATE:** November 14, 2019

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

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

**FROM:** Russell L. Corriveau, Assistant Manager  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval of Agreement for Sale and Purchase and Special Warranty Deed between Wadsworth Street LLC and Orange County, Florida, delegation of authority to the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Agreement for Sale and Purchase, and authorization to disburse funds to pay purchase price and perform all actions necessary and incidental to closing

**PROJECT:** 2534 33rd Street (I-Hop)  
District 6

**PURPOSE:** To provide lands for future expansion of the County correctional facility.

**ITEMS:** Agreement for Sale and Purchase (Parcel 101)  
Special Warranty Deed (Instrument 101.1)  
Cost: \$1,100,000  
Size: 29,011 square feet

**BUDGET:** Account No.: To be assigned by OMB

*PCC for PBS*  
*PCC*

**FUNDS:** \$1,100,000 Payable to Oswald & Oswald, P.L. Trust Account  
(purchase price)

**APPROVALS:** Real Estate Management Division  
Corrections Department  
Facilities Management Division

**REMARKS:** The subject property, consisting of approximately two-thirds of an acre, is located on the southeast corner of South John Young Parkway and 33rd Street in unincorporated Orange County, (Property) and is improved with a structure, parking lot, and other improvements previously operated as an I-Hop restaurant.

The Property is being acquired at the request of the Corrections Department and the Facilities Management Division to facilitate future expansion of the County correctional facility located to the south of the Property.

Closing is contingent on the acceptability of the due diligence investigations of the Property to be undertaken, and the purchase price not equaling or exceeding the average of two appraisals to be obtained, by the County during the inspection period.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

**PREPARED BY & RETURN TO:**  
**OSWALD & OSWALD, P.L.**  
**Douglas W. Oswald, Esquire**  
**222 S. Westmonte Drive, Suite 206**  
**Altamonte Springs, Florida 32714**

DEC 03 2019

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

## **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made the 9<sup>TH</sup> day of March, 2020, by **WADSWORTH STREET LLC, a New York limited liability company**, whose address is 307 E. 91st Street, Suite 1E, New York, New York 10128, hereinafter referred to as the "Grantor"; to **ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**, whose address is c/o Real Estate Management Division, 400 E. South Street, 5<sup>th</sup> Floor, Orlando, Florida 32801, hereinafter referred to as the "Grantee".

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

### **WITNESSETH:**

**THAT THE GRANTOR**, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in **Orange County, State of Florida**, viz:

**See Exhibit "A" attached hereto and made a part hereof.**

**Parcel I.D. No.: 09-23-29-0000-00031**

**THE PROPERTY IS SUBJECT** to those certain matters better described on the attached **EXHIBIT "B" (the "Permitted Exceptions")** incorporated herein by this reference, which shall run with the land and be binding upon the Grantee and its successors and/or assigns.

**TOGETHER WITH** all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all of Grantor's right, title and interest in and to: (i) any land lying in the bed of any dedicated street, alley, road, or avenue (before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated) in front of or adjoining the parcel to the center line thereof; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the parcel; (iii) any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting the parcel; and (iv) all riparian and other water rights relating to the parcel and all rights, titles, and interest of Grantor in any body of water situated on, under, or adjacent to the parcel.

**AND** the Grantor hereby covenants with the Grantee that he is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; 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 the Grantor, but against none others.


TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

WADSWORTH STREET LLC,  
a New York limited liability company

  
\_\_\_\_\_

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

Printed Name: Allison Lebow Fridman



**RUSSELL FRIDMAN, Member**

  
\_\_\_\_\_

Printed Name: Adelina Stascheva

STATE OF NEW YORK  
COUNTY OF New York

I HEREBY CERTIFY that on this 07th day of March, 2020, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared **RUSSELL FRIDMAN, as Member of WADSWORTH STREET LLC, a Florida limited liability company**, who is: ( ) personally known to me; or ( ) produced Driver's License(s) issued by the State of New York as identification, and who did take an oath.

  
\_\_\_\_\_  
Notary Public – State of Florida   
New York  
(Print, type or stamp commissioned name of Notary Public)

DOMINICK A PERCELL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6368656  
Qualified in New York County  
My Commission Expires 12-18-2021

## **EXHIBIT "A"**

### **Legal Description**

From the NW corner of the NE 1/4 of Section 9, Township 23 South, Range 29 East, run S 0°30'56" E, along the 1/4 section line, a distance of 653.88 ft.; thence N 89°09'04" E, 50.0 ft.; thence N 0°30'56" W, 68.30 ft.; to the P.C. of a curve concave to the Southeast, having a radius of 112.0 ft.; run thence Northeasterly along the arc of said curve, 60.80 ft. to the point of beginning; run thence Northeasterly along the arc of said curve, 48.54 ft. to the point of tangency; thence N 55°25'12" E, 200.08 ft.; thence S 34°34'48" E, 200.00 ft.; thence S 55°25'12" W, 100.00 ft.; thence N 72°22'54" W, 240.02 ft. to the point of beginning.

Together with a perpetual easement for driveway purposes in common with others in, on and over a strip of land 60 feet in width, abutting the above described property, said easement area being more particularly described as follows:

From the NW corner of the NE 1/4 of Section 9, Township 23 South, Range 29 East, run S 0°30'56" E, along the 1/4 section line, a distance of 653.88 ft.; thence N 89°09'04" E, 50.0 ft.; thence N 0°30'56" W, 68.30 ft.; for a point of beginning, said point being the P.C. of a curve concave to the Southeast, having a radius of 112.0 ft.; and an intersection angle of 31°06'11"; run thence along the arc of said curve a distance of 60.80 ft.; thence S 72°22'54" E, 240.02 ft.; thence S 32°50'57" W, 62.18 ft.; thence N 72°22'54" W, 220.97 ft. to the point of beginning.

Less road right-of-way described in Official Records Book 4704, Page 914, Public Records of Orange County, Florida.

## **EXHIBIT "B"**

### **Permitted Exceptions**

1. Underground Easement in favor of the City of Orlando, a municipal corporation and the Orlando Utilities Commission, of the City of Orlando, Florida recorded August 11, 1980 in Book 3130, Page 2318.
2. Terms and condition as set forth in that certain Grant of Easement in favor of Michael Garlick recorded February 28, 1994 in Book 4704, Page 2371 (as to perpetual easement for driveway purposes only; does not affect fee parcel").
3. Survey prepared by Dewberry, dated February 1, 2020, under Job No. 50119666, shows the following:
  1. Overhead utility line encroaching along the Northwesterly boundary of the Land;
  2. Top of Bank encroaching along the Northwesterly boundary of the Land;
  3. 15" reinforced concrete pipes encroaching along the Northwesterly boundary of the Land;
  4. Asphalt encroaches beyond the Northwesterly boundary of the Land;
  5. A concrete sidewalk encroaches beyond the Northeasterly boundary of the Land;
  6. Light poles encroaching along the Westerly and Easterly boundary of the Land;
  7. Gas meter, electric meter, electric transformer, and gas value encroaching along Easterly boundary of the Land; and
  8. 4" sanitary cleanout, grease manhole, ground light, telephone riser box, well, and water meter encroaching along the Northeasterly boundary of the Land.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
DEC 03 2019

Project: 2534 33rd Street (I-Hop)  
Parcel: 101

### AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (this “**Agreement**”) is made and entered into as the Effective Date (hereinafter defined) by and between WADSWORTH STREET LLC, a New York limited liability company, (“**Seller**”) and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**Purchaser**”).

#### RECITALS

A. Seller is the sole owner in fee simple owner of that certain real property located at 2534 33rd Street, Orlando, Florida, 32839 in unincorporated Orange County, Florida, containing approximately 0.67 acres, bearing Orange County Property Appraiser’s Parcel Identification Number 09-23-29-0000-00-031 and more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”).

B. On the terms and conditions set forth herein, Seller wishes to sell to Purchaser, and Purchaser wishes to buy from Seller, the Property.

C. The conveyance of the Property from Seller to Purchaser shall include: (i) all tenements, hereditaments, and appurtenances relating thereto or associated with such Property; (ii) all improvements, buildings, and fixtures, if any, situated on such Property; (iii) all permits, approvals, authorizations, entitlements, and licenses relating to or affecting any such Property which Purchaser approves; (iv) all rights, titles, and interests of Seller in any street, road, alley, or avenue adjoining such Property to the center line thereof; (v) all of Seller’s rights, titles, and interests in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such Property; and (vi) all riparian and other water rights relating to such Property and all rights, titles or interests of Seller in any body of water situated on, under, or adjacent to such Property.

**NOW, THEREFORE**, in consideration of the Purchase Price (hereinafter defined), the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Agreement. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to

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purchase the Property from Seller, for the Purchase Price and on the terms and conditions set forth in this Agreement.

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

4. Purchase Price. Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, the total purchase price to be paid by Purchaser to Seller for the Property shall be One Million One Hundred Thousand and No/100 U.S. Dollars (\$1,100,000.00) (the “**Purchase Price**”).

5. Title and Survey.

5.1 Within twenty (20) days after the Effective Date, Seller shall, at Seller’s expense, obtain an ALTA title insurance commitment for an Owner’s Title Insurance Policy (Form 2006), in the amount of the Purchase Price, with an effective date on or after the Effective Date, together with copies of all instruments referred to in both Schedule A and Schedule B thereof (collectively, the “**Commitment**”) issued by First American Title Insurance Company (the “**Title Underwriter**”) through its issuing agent, Oswald & Oswald, P.L. (the “**Title Agent**”, and collectively with the Title Underwriter, the “**Title Company**”). The Commitment shall evidence that, upon execution, delivery, and recordation of the Deed (hereinafter defined), and the satisfaction of all requirements specified in Schedule B, Section I, of the Commitment, Purchaser shall acquire indefeasible fee simple and marketable title to the Property, subject only to the Permitted Exceptions (hereinafter defined).

5.2 Within sixty (60) days after the Effective Date, Purchaser shall, at Purchaser’s expense, obtain and deliver to Seller a boundary survey of the Property (the “**Survey**”), prepared by a licensed Florida registered land surveyor in accordance with the minimum technical requirements and standards 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, including a metes and bounds legal description of the Property. The Survey shall be in the form required by the Title Company to delete the standard survey exception in the Commitment and shall show all improvements, setbacks, easements, encroachments, or overlaps on the Property and all matters affecting title which are capable of being shown on the Survey and are set forth on Schedule B, Section II, of the Commitment. The Survey shall, at a minimum, be certified to the following parties: Purchaser, Seller, and the Title Company. At Purchaser’s election, Seller agrees to utilize the metes and bounds legal description created by the Survey when conveying the Property pursuant to the Deed at the Closing (hereinafter defined).

5.3 Within seventy-five (75) days after the Effective Date (the “**Objection Period**”), Purchaser shall deliver to Seller written notice of any title or survey matters which are not acceptable to Purchaser in its sole and absolute discretion (the “**Objections**”). If Purchaser raises any Objections, then Seller shall, within fifteen (15) days after receipt of Purchaser’s



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Objections, (the “**Response Period**”) notify Purchaser in writing as to whether or not Seller, at Seller’s expense, agrees to cure any of the Objections and, if so, which Objections Seller agrees to cure. If Seller does not provide Purchaser with a written response to the Objections on or before the expiration of the Response Period, it shall be presumed that Seller is unwilling to attempt to cure any of the Objections. If Seller agrees to cure any of the Objections, then Seller, at Seller’s expense, shall undertake reasonable and diligent efforts to cure and remove such Objections on or before five (5) business days prior to Closing (the “**Cure Period**”). As Seller completes the cure of any Objection, Seller shall notify Purchaser in writing of the same; if Seller does not notify Purchaser on or before expiration of the Cure Period that Seller has cured a particular Objection that Seller has agreed to cure, it shall be presumed Seller has been unable to do so. If, after the exercise of reasonable and diligent efforts, Seller has been unable (or deemed to be unable) to cure any Objection (that Seller has agreed to cure) within the Cure Period, then Purchaser shall elect, by written notice to Seller delivered at or prior to Closing, to either: (i) terminate this Agreement; or (ii) waive such uncured Objections and accept title and survey as it then is without setoff or reduction in the Purchase Price. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 5.3.

5.4 Any defect in title or survey which Purchaser does not object to on or before the expiration of the Objection Period, together with any and all uncured Objections which Purchaser elects to waive in writing, shall be deemed permitted exceptions (“**Permitted Exceptions**”).

5.5 Not later than five (5) business days prior to Closing, Seller shall cause the Title Company to endorse the Commitment to update the effective date of the Commitment. If the endorsement to the Commitment includes any additional requirements in Schedule B, Section I, Seller must satisfy the same prior to Closing at Seller’s sole cost and expense unless said new requirements were caused by an action of Purchaser. If the endorsement to the Commitment includes any exceptions in Schedule B, Section II, that are not already Permitted Exceptions, Seller must take all action necessary to delete the same prior to Closing at Seller’s sole cost and expense unless: (i) said new exceptions were caused by an action of Purchaser; or (ii) Purchaser consents in writing to the same as Permitted Exceptions prior to the Closing. Failure to satisfy said new requirements and/or delete said new exceptions shall be a default under this Agreement by Seller.

5.6 In the event that Purchaser terminates this Agreement under any right of termination granted by this Section 5, the parties hereto shall thereafter be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

## 6. Inspection Period.

6.1 Purchaser shall have ninety (90) days from the Effective Date (the “**Inspection Period**”) within which to investigate the physical, legal, and economic feasibility of acquiring, owning, improving, developing, using, occupying, operating, and maintaining the Property for Purchaser’s intended uses including, without limitation, investigation of all applicable building, zoning, environmental, and other codes, ordinances, statutes, laws, rules, and regulations

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affecting the Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, concurrency, moratoriums, entitlements, and any other factors whatsoever considered appropriate by Purchaser, in its sole and absolute discretion, to determine overall project feasibility. For the purposes of conducting this investigation, Purchaser shall have the right, both during the Inspection Period, and at all other times that this Agreement is in effect, during normal business hours to personally or through its agents, employees, and independent contractors, to enter upon the Property (including any buildings, structures, or other improvements located thereon) for the purposes of inspecting the Property (including any buildings, structures, or other improvements located thereon), making additional surveys, soil tests, environmental tests, test borings, topographical studies, and conducting such other investigations of the Property (including any buildings, structures, or other improvements located thereon), which Purchaser deems appropriate, in Purchaser's sole and absolute discretion. Notwithstanding the foregoing, prior to any entry pursuant to this Section 6.1 into/within any buildings or structures located upon the Property, Purchaser shall provide Seller with reasonable prior notice of any intended entry so that Seller may arrange to provide Purchaser (and/or Purchasers' agents, employees, and independent contractors) access to said buildings or structures and to have a representative present during any time that Purchaser has entered into/within any buildings or structures located upon the Property; notwithstanding the notice provisions of Section 12 below, the "prior notice" required by this Section 6.1 need not be in writing, may be provided by Purchaser to Seller's representative Jeff Tanner at Phone: 407-399-5544 or Email: jeff@v3capgroup.com, and shall be considered "reasonable prior notice" if it is provided not less than 48 hours prior to Purchaser's intended entry.

6.1.1 Purchaser, to the extent permitted by Section 768.28 of the Florida Statutes, agrees to indemnify Seller for damage or injury that may occur on the Property each attributable to Purchaser's own negligent acts or omissions or those of its officials and employees acting within their scope of their employment. The foregoing shall not constitute an agreement by Purchaser to assume any liability for the acts, omissions and/or negligence of any other party. Nothing in this Agreement is intended to act as a waiver of the Purchaser's sovereign immunity pursuant to Section 768.28 of the Florida Statutes, and, notwithstanding anything in this Agreement to the contrary, under no circumstances shall Purchaser be liable to Seller under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against Purchaser related to this Agreement and are not confined to tort liability. Purchaser shall repair any damage caused by Purchaser's tests and investigations. These conditions shall survive termination of this Agreement and Closing.

6.2 The Due Diligence Contingency, set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference, is a material condition of this Agreement and is incorporated herein by this reference.

6.3 In the event Purchaser determines, in its sole and absolute discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible for Purchaser to acquire the Property – or that Purchaser is not satisfied with any other matter (including without limitation those other matters set forth in this Section 6 above or any other matter(s) which

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Purchaser deems relevant) – then, in such event, Purchaser may, in Purchaser’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 and in such event the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 6.3.

6.4 Seller agrees to deliver to Purchaser within five (5) business days after the Effective Date a copy of each of the following, to the extent such is within Seller’s possession or control, all of which shall be delivered without any assignment or warranty and considered the “**Seller’s Documents**”:

6.4.1 Any environmental, wetlands, and/or endangered species reports structural, mechanical, foundation, and/or roof reports, or studies, technical data, utility capacity information, soils reports, drainage reports, traffic reports and studies, surveys, maps (including flood plain maps), and/or hydrological reports, related to all or any part of the Property;

6.4.2 Final and/or draft subdivision, site, master drainage, infrastructure, engineering, construction, building, landscape, and architectural plans approved, or proposed to be approved, by government agencies for all or any part of the Property (including without limitation for any buildings, structures, or other improvements located on the Property);

6.4.3 Resolutions, development orders, development agreements, planned development (PD) approvals and/or ordinances, preliminary subdivision plans/development plans, plats, permits, vested rights certificates, and any of the same that have been submitted to government agencies for approval which approval are currently pending for all or any part of the Property;

6.4.4 Notices from government agencies affecting all or any part of the Property;

6.4.5 All title policies and title instruments pertaining to all or any part of the Property; and

6.4.6 Any other similar due diligence documents, studies, notices, analysis, or information pertaining to the Property in Seller’s possession or under Seller’s control.

6.5 After the Effective Date (and until this Agreement is terminated, if ever), Seller shall not change or cause the physical condition of the Property to change relative to its condition on the Effective Date, absent the prior written consent of Purchaser to any such change.

## 7. Closing.

7.1 Unless otherwise agreed in writing between Purchaser 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 the Closing shall be received by the Title

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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).

7.2 At Closing:

7.2.1 Purchaser shall pay to Seller the Purchase Price, subject to the adjustments and prorations herein provided.

7.2.2 Seller shall execute and deliver to Purchaser a special warranty deed (a “**Deed**”) conveying, in accordance with all applicable laws and ordinances, indefeasible title to the Property free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever except for the Permitted Exceptions. The Deed shall also transfer all of Seller’s right, title and interest in and to: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) any land lying in the bed of any dedicated street, alley, road, or avenue (before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated) in front of or adjoining the Property to the center line thereof; (iii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iv) any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting the Property; and (v) all riparian and other water rights relating to the Property and all rights, titles, and interests of Seller in any body of water situated on, under, or adjacent to the Property.

7.2.3 Seller shall also execute and deliver, in such form reasonably acceptable to Purchaser, Seller, and the Title Company, as applicable:

- (a) a closing statement;
- (b) an affidavit and/or such other instruments as shall be required for Seller to comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership;
- (c) an owner’s affidavit in the form required by the Title Company to delete the standard exceptions on an owner’s title policy;
- (d) a non-foreign person affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code; and
- (e) copies of such documents, resolutions, and other instruments as may be reasonably required by Purchaser and/or the Title Company, in form acceptable to Purchaser, Seller, and the Title Company, to evidence the authority of the person signing the Deed and other documents to convey the Property to Purchaser in accordance with this Agreement.

7.2.4 All taxes to the Closing Date shall be paid by Seller at Closing pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid by Seller

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for the year of conveyance.

7.2.5 Seller shall pay all pending, certified, confirmed, and ratified charges or assessments against the Property existing as of the day before the Closing Date.

7.2.6 Seller shall pay for the cost of recording the Deed, state documentary stamp tax on the Deed, the costs of recording of any corrective instruments necessary to cure any Objections, and the costs of recording any other instruments to be recorded in connection with this Agreement and/or the Closing.

7.2.7 Seller shall pay for the Commitment and the title insurance premium for the owner's policy for the Property (and, subject to Seller's prior review and reasonable approval of cost, any endorsements thereto).

7.2.8 Purchaser shall pay for the Survey and the Appraisals (hereinafter defined).

7.2.9 Each party shall bear its own attorney's fees and expenses in connection with Closing.

7.2.10 Seller shall execute and deliver such other documents and instruments as are helpful or reasonably necessary to evidence or effectuate the transactions contemplated hereby.

7.3 Possession of the Property shall be delivered to Purchaser at Closing.

## 8. Contingencies.

8.1 Contingencies Defined. The Closing is contingent upon and subject to those matters specifically set forth hereinafter in this Section 8.1 (the "**Contingencies**"):

8.1.1 Title Cures. At or before Closing, Seller shall have cured all Objections that Seller agreed to cure pursuant to Section 5.3 above.

8.1.2 Marked-Up Commitment. At or before Closing, Title Company shall have provided Purchaser with a "marked-up" version of the Commitment unconditionally obligating Title Company to issue an owner's policy to Purchaser in the condition required by this Agreement.

8.1.3 Appraisals. Prior to the expiration of the Inspection Period, Purchaser, at Purchaser's expense, shall have received, reviewed, and approved two (2) real estate appraisals of the Property, (the "**Appraisals**") prepared by MAI appraisers selected by Purchaser (in Purchaser's sole discretion) – which approval shall be evidenced by issuance of one or more review appraiser's statements, prepared by staff of the Orange County Real Estate Management Division, concluding that the Appraisals meet current Uniform Standards of Professional Appraisal Practice and applicable Orange County standard procedures.

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8.1.4 Purchase Price Cap. The Purchase Price does not be equal to or exceed the average of the two valuations of the Property established by the two County-approved Appraisals.

8.2 Waiver of Contingencies. Any Contingency may be waived, lessened, or otherwise removed from this Agreement by Purchaser at any time by delivery of written notification from Purchaser to Seller. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to waive Contingencies and furnish notices pursuant to this paragraph.

8.3 Effect of Failure of Contingency. If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing by Purchaser on or before the Closing Date (or on or before such earlier date as may be specified for the satisfaction of any particular Contingency in Section 8.1 above), then this Agreement shall automatically terminate and be of no further force or effect. In the event this Agreement terminates pursuant to this Section 8.3 due to a failure of any Contingency, the parties shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement.

8.4 Extension of the Closing Date. In the event that any (or all) of the Contingencies are not satisfied or waived on or before sixty (60) days following the end of the Inspection Period, then if the Parties mutually agree, may extend the Closing Date through one or more written extensions executed by Purchaser and Seller; provided, however, in no event shall the Closing Date be extended to a time later than one hundred twenty (120) days from the end of the Inspection Period (i.e. the aggregate total of all extensions to the Closing Date may not exceed sixty (60) additional days). The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to execute written extensions pursuant to this paragraph.

9. Seller's Representations and Warranties.

9.1 Seller hereby represents and warrants to Purchaser that each of the following are true and correct as of the Effective Date, and that each of the following shall be true and correct as of the Closing Date as if such representations and warranties were made again on the Closing Date:

9.1.1 This Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

9.1.2 The execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required.

9.1.3 To Seller's actual knowledge, there are no actions, suits, claims, demands, or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof, and that to Seller's actual knowledge there are no liens, special assessments, easements, reservations, restrictions, covenants, or encumbrances affecting the Property – other

Project: 2534 33rd Street (I-Hop)  
Parcel: 101

than matters of public record that will be reflected on the Commitment.

9.1.4 There are no other persons or entities known to Seller who have any rights to acquire the Property or have any rights or claims therein or thereto or for any portion thereof – other than matters of public record that will be reflected on the Commitment.

9.1.5 The Property is not any type of security or collateral for any obligation – other than matters of public record that will be reflected on the Commitment.

9.1.6 The Property is not subject to any recorded or unrecorded licenses, leases, or other occupancy agreements of any kind or nature

9.1.7 There are no outstanding state or federal tax liens, claims, or demands against Seller which constitute or will constitute a lien against the Property or any portion thereof.

9.1.8 After the Effective Date, Seller shall not convey, transfer, or encumber the Property, take any action to cause the Property to be conveyed, transferred, or encumbered, or grant any interest in the Property to any person or entity other than to Purchaser as contemplated in this Agreement.

9.1.9 Seller will notify Purchaser promptly of any occurrence, notification, or variation in the representations or warranties contained herein.

9.1.10 Seller has received no written notification and, to Seller's actual knowledge, has received no other notification from any individual, corporation, governmental agency, bureau, or authority which pertains to or concerns a violation or suspected violation of any environmental or ecological law or regulation relating to the Property.

9.1.11 Except as otherwise disclosed in the Seller's Documents, to Seller's actual knowledge, there presently does not exist and there has never existed on, above, or under the Property any Hazardous Material, and that, to Seller's actual knowledge, neither Seller, nor any other person, has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of, on, under, or at the Property or any part thereof. To Seller's actual knowledge, no part of the Property has ever been used as a manufacturing, storage, or dumpsite for Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination.

(a) "Hazardous Materials" shall mean: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and the Superfund Amendments and Reorganization Act of 1986, as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) petroleum, petroleum by-products or petroleum constituents; (f) any substance the presence of which is prohibited by any governmental requirement; and (g) any other substance which by any governmental

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requirement requires special handling in its collection, storage, treatment or disposal.

(b) "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, the Property by Hazardous Materials, or the contamination of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Property.

9.1.12 To Seller's actual knowledge, there are no underground storage tanks located on the Property, and no portion of the Property has ever been used for a garbage dump, landfill, or service station or other business selling petroleum or petroleum products.

9.1.13 Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement that affects any portion of the Property.

9.2 The failure of any of the representations, warranties, or covenants contained in Section 9.1 to be true and correct on the Effective Date and on the Closing Date shall be a Seller's default under this Agreement. In addition, if, after Closing, Purchaser becomes aware that any of the representations or warranties are not true or correct, Purchaser shall have all remedies at law, in equity, and under this Agreement with respect thereto, however, in no event shall Seller be liable for any consequential, indirect, special or punitive damages; provided, however, that the terms of this Section 9 shall only survive Closing for a period of one (1) year after the Closing.

For purposes of this Agreement whenever the phrase "to Seller's actual knowledge" or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Russell Fridman in his capacity as Member of Seller, without any investigation or inquiry.

## 10. Brokers and Commission.

10.1 Seller has agreed to pay a real estate brokerage commission to V 3 Commercial Advisors (the "**Seller's Broker**"), an individual licensed by the State of Florida as a real estate broker, pursuant to a separate agreement between Seller and Seller's Broker. Purchaser shall have no obligation whatsoever to the Seller's Broker, the sole liability to the Seller's Broker being that of the Purchaser.

10.2 Seller and Purchaser represent to each other that, except for the Seller's Broker, neither party is aware of any person or entity which would be entitled to a commission, finder's fee, compensation, or brokerage fee upon the consummation of this transaction. The terms of this provision shall survive Closing, or termination of this Agreement, for a period of one (1) year after the date of Closing or such termination.

## 11. Default and Remedies.

11.1 In the event either party fails to comply with or perform any of the conditions, covenants, or agreements contained in this Agreement and prior to the exercise of the



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rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default, breach, or other problem and to ten (10) days after the receipt of that written notice in which to cure said default, breach, or other problem, except the parties shall only have three (3) days to cure a failure to timely close the transaction contemplated hereby. If such default, breach, or other problem is not corrected within the applicable period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

11.2 In the event of a default by Seller, then Purchaser may, at Purchaser's election, either: (i) terminate this Agreement by written notice to Seller whereupon the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement; or (ii) pursue any and all remedies available to Purchaser at law or in equity, including without limitation an action against Seller for specific performance.

11.3 In the event of a default by Purchaser, then Seller, as Seller's sole and exclusive remedy, shall be entitled to terminate this Agreement. Thereafter, all rights, liabilities, and obligations of Purchaser and Seller under this Agreement shall terminate except for those rights and obligations which expressly survive the termination of this Agreement. In no event shall Seller be entitled to initiate litigation seeking legal or equitable remedies, including but not limited to the right of specific performance, against Purchaser.

11.4 The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 11.

12. Notices.

12.1 Any notices which may be permitted or required under this Agreement must be in writing, sent to the appropriate notice address(es) for such party set forth below, and may be given by hand delivery; certified mail, return receipt requested; guaranteed overnight delivery service; or facsimile. Notices sent by hand delivery, certified mail, or guaranteed overnight delivery service, shall be deemed given and received upon receipt by the party to whom the notices are sent, as evidenced by the notation on the records of the courier, U.S. Postal Service, or overnight delivery service, as applicable. Notices sent by facsimile shall be deemed given and received upon the sender's receipt of written confirmation from the transmitting facsimile machine that such notices were delivered to the recipient at the following facsimile numbers.

As to Seller: Wadsworth Street LLC  
Attn: Russell Fridman  
307 E. 91st St.  
Suite 1E  
New York, NY 10128  
Facsimile No.: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

*with a copy to:* V 3 Commercial Advisors  
Attn: Jeff Tanner

Project: 2534 33rd Street (I-Hop)  
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1009 Maitland Center Commons Blvd.  
Suite 209  
Maitland, FL 32751  
Facsimile No.: ( ) -

As to Purchaser: Orange County, Florida  
Real Estate Management Division  
Attn: Manager  
400 E. South St.  
5th Floor  
Orlando, FL 32801  
Facsimile No.: (407) 836-5969

*with a copy to:* Orange County, Florida  
County Attorney's Office  
Attn: County Attorney  
201 S. Rosalind Ave.  
3rd Floor  
Orlando, FL 32801  
Facsimile No.: (407) 836-5888

12.2 Failure to conform to the requirement of the forms of notices above shall not defeat the effectiveness of notice actually received by the addressee, but such notice shall be deemed given only upon such actual receipt. Addresses for notice may be changed by giving notice hereunder.

12.3 Notwithstanding any provisions hereof to the contrary, legal counsel for either party may provide any notice required or permitted hereunder by communication from said party's legal counsel pursuant to methods of notice permitted under this Section 12.

12.4 The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under this Section 12.

13. Miscellaneous.

13.1 No Waiver; Rights Cumulative. Neither the failure of either party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified, nor any custom, use, or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited the terms of this Agreement, all rights, powers, and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.

13.2 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representations,

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inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties hereto.

13.3 Survival. This Agreement and each of the provisions hereof shall not survive the Closing hereunder, except as specifically provided herein.

13.4 Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

13.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.

13.6 Headings; Gender. The headings inserted at the beginning of each section are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each section. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

13.7 Further Assurances. After the Effective Date, and at no cost to Seller, Seller shall, at the request of Purchaser, make, execute, and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions, and other instruments and documents, and shall do or cause to be done all such other things which Purchaser may reasonably request and which are reasonably required to effectuate the provisions and intention of this Agreement.

13.8 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

13.9 Time of the Essence. Time is of the essence of this Agreement.

13.10 Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of Florida.

13.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in Orange

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County, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

13.12 Assignment. Neither Seller nor Purchaser shall assign its rights or obligations under this Agreement without the prior written consent of the other party.

13.13 1031 Exchange. Purchaser acknowledges that Seller may elect to consummate the sale of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to § 1031 of the Internal Revenue Code, as amended (the "Code"), provided that: (i) the Closing of such Property shall not be delayed or affected by reason of any Exchange nor shall the consummation or accomplishment of any Exchange be a condition precedent or condition subsequent to Seller's obligations under this Agreement; (ii) any Exchange shall be effected through a qualified intermediary and Purchaser shall not be required to take an assignment of any purchase agreement for the exchange property or be required to acquire or hold title to any real property for purposes of consummating an Exchange involving Seller; and (iii) Seller shall pay any additional costs that would not otherwise have been incurred by Purchaser or Seller had Seller not consummated its sale through the Exchange. Purchaser shall not, by this agreement or acquiescence to any Exchange by Seller, (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to Seller that any Exchange involving Seller in fact complies with the § 1031 of the Code. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to execute any instruments or documents that may be required in connection with Seller's Exchange.

13.14 Attorney's Fees. Both parties expressly agree that each party shall bear the cost of its own attorney's fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney's fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

13.15 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE KNOWN OR UNKNOWN AT THE TIME OF EXECUTION OF THIS AGREEMENT. FURTHERMORE, NONE OF THE UNDERSIGNED SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS WAIVER IS A MATERIAL INDUCEMENT FOR PURCHASER ENTERING INTO THIS AGREEMENT (OR

Project: 2534 33rd Street (I-Hop)  
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ANY AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT) FROM, OR WITH SELLER.

*[signature pages and exhibits follow]*

Project: 2534 33rd Street (I-Hop)  
Parcel: 101

IN WITNESS WHEREOF Seller and Purchaser have caused this Agreement to be executed effective as of the Effective Date.

“SELLER”

Signed, sealed, and delivered  
in the presence of:

**WADSWORTH STREET LLC,**  
**a New York limited liability company,**

Adelina Stancheva

By: [Signature]

Print Name: [Signature]

Print Name: Russell Fridman

Allison Fridman

Title: Member

Print Name: Allison Fridman

Date: 11/1/19

STATE OF NY

COUNTY OF NY

This instrument was sworn to and subscribed before me this 1<sup>st</sup> day of NOV, 2019, by RUSSELL FRIDMAN, as Member of WADSWORTH STREET LLC, a New York limited liability company, on behalf of said company. S/He        is personally known to me OR  has produced DL as identification.

[Signature]  
Notary Public

MOHAMMED I ALI  
NOTARY PUBLIC, STATE OF NEW YORK  
01AL6384792  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES DECEMBER 17, 2022

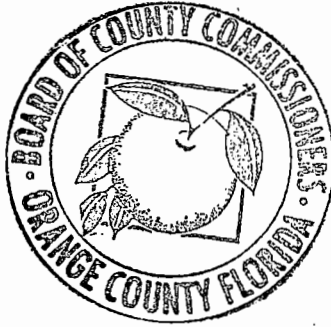
MOHAMMED I ALI  
Print Name

My Commission Expires: 12/17/2022

Project: 2534 33rd Street (I-Hop)  
Parcel: 101

IN WITNESS WHEREOF Seller and Purchaser have caused this Agreement to be executed effective as of the Effective Date.

“COUNTY”



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

BY: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

DATE: 3 Dec 19

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

BY: *Noelia Perez*  
for Deputy Clerk

Noelia Perez  
Printed Name

Exhibit A  
~~Subplot A~~

From the NW corner of the NE 1/4 of Section 9, Township 23 South, Range 29 East, run S 0°30'56" E, along the 1/4 section line, a distance of 653.88 ft.; thence N 89°09'04" E, 50.0 ft.; thence N 0°30'56" W, 68.30 ft.; to the P.C. of a curve concave to the Southeast, having a radius of 112.0 ft.; run thence Northeasterly along the arc of said curve, 60.80 ft. to the point of beginning. Run thence Northeasterly along the arc of said curve, 48.54 ft. to the point of tangency; thence N 55°25' 12" E, 200.08 ft.; thence S 34°34'48" E, 200.00 ft.; thence S 55°25'12" W, 100.00 ft.; thence N 72°22'54" W, 240.02 ft. to the point of beginning, less road right of way.

Together with a perpetual easement for driveway purposes in common with others in, on and over a strip of land 60 feet in width, abutting the above described property, said easement area being more particularly described as follows:

From the NW corner of the NE 1/4 of Section 9, Township 23 South, Range 29 East, run S 0°30'56" E, along the 1/4 section line, a distance of 653.88 ft.; thence N 89°09'04" E, 50.0 ft.; thence N 0°30'56" W, 68.30 ft.; for a point of beginning, said point being the P.C. of a curve concave to the Southeast, having a radius of 112.0 ft.; and an intersection angle of 31°06' 11"; run thence along the arc of said curve a distance of 60.80 ft. thence S 72°22'54" E, 240.02 ft. thence S 32°50'57" W, 62.18 ft.; thence N 72°22'54" W, 220.97 ft. to the point of beginning.

Less road right-of-way described in Official Records Book 4704, Page 914, Public Records of Orange County, Florida.

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Project: 2534 33rd Street (I-Hop)  
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**EXHIBIT "B"**  
**Due Diligence Contingency**

I. As part of its investigations of the Property pursuant to Section 6 of the Agreement, Purchaser may obtain within the Inspection Period a report (an "**Environmental Survey**") by a qualified consultant or consultants, including members of Purchaser's own professional staff (the "**Consultants**"). Such Environmental Survey may include, without limitation, the following (all of which shall hereinafter be collectively referred to as the "**Environmental Exceptions**"):

- (i) contamination of the Property 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; and/or
- (v) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property.

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

- a) a site inspection;
- b) interviews of present occupants of the Property, if any;
- 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/or
- h) building inspection.

\*Subject to prior written consent from Seller, which consent shall not be unreasonably withheld, conditioned, or delayed.

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 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.

IV. If the Environmental Survey or other testing results are unacceptable to Purchaser, then this Agreement shall be terminated upon written notice to Seller of such unacceptability and no party to this Agreement shall have any further liability to any other.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X  Under BCC Approval

\_\_\_\_\_ Under Ordinance Approval

Date: November 4, 2019

Amount: \$1,100,000.00

Project: 2534 33<sup>rd</sup> Street (I-Hop)

Parcel: 701

Charge to Account # (to be assigned by OMB)

*[Signature]* 11/15/19  
Controlling Agency Approval Date  
*[Signature]* 11/15/19  
Fiscal Approval Date

TYPE TRANSACTION (Check appropriate block{s})  
\_\_\_\_\_ Pre-Condemnation \_\_\_\_\_ Post-Condemnation

X  Not Applicable District #  6

\_\_\_\_\_ Acquisition at Approved Appraisal  
\_\_\_\_\_ Acquisition at Below Approved Appraisal  
 X  Acquisition at Subject to a Approved Appraisal  
\_\_\_\_\_ Advance Payment Requested

Oswald & Oswald, P.L. Trust Account  
\$1,100,000.00 Purchase Price  
**\$1,100,000.00 Total**

DOCUMENTATION ATTACHED (Check appropriate block{s})

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

Payable to: Oswald & Oswald, P.L. Trust Account

\*\*\*\*\*  
\*\*Note; FUNDS WILL BE SENT BY WIRE TRANSER, NO PAPER CHECK WILL BE ISSUED)  
\*\*\*\*\*

Recommended by *[Signature]*  
Russell L. Corriveau, Assistant Manager

11/4/19   
Date

Payment Approved *[Signature]*  
Paul Sladek, Manager, Real Estate Management Division

11/13/19   
Date

Certified *[Signature]*  
Approved by BCC *[Signature]* Deputy Clerk to the Board

DEC 03 2019   
Date

Examined/Approved \_\_\_\_\_  
Comptroller/Government Grants

Check No. / Date

REMARKS:

This parcel may close within 90 days of approval by the Board of County Commissioner's by Wire Transfer. Please Contact the Acquisition Agent @ 6-5254 if there are any questions.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
 DEC 03 2019

Project: 2534 33<sup>rd</sup> Street (I-Hop)  
Parcel No(s): 09-23-29-0000-00-031  
Name of Owner(s): Wadsworth Street LLC  
Page No.: 1

**SETTLEMENT ANALYSIS**

<u>      </u>	Pre-Condemnation
<u>  X  </u>	Not Under Threat

**County's Appraised Value**

Land: 29,012 Square Feet, or .66± acres	\$Pending
Improvements: Parking lot, sidewalks, A-Frame I-Hop building, appliances and furnishings typical of I-Hop restaurants	\$Pending
Cost-to-Cure:	\$
Other Damages:	\$
<b>Total Appraisal Value</b>	<b><u>\$</u></b>

**Owner's Requested Amount—Initial**

Owner's Counter Offer (Global):	\$1,150,000
<b>Total Owner's Requested Amount—Initial:</b>	<b><u>\$ 1,150,000</u></b>

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

Owner's Counter Offer (Global):	\$ 1,100,000
<b>Total Owner's Requested Amount—After Negotiations:</b>	<b><u>\$ 1,100,000</u></b>

<b>Recommended Settlement Amount</b>	<b><u>\$ 1,100,000.00</u></b>
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**EXPLANATION OF RECOMMENDED SETTLEMENT**

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

The property at 2534 33<sup>rd</sup> Street is being acquired for future expansion of the Correctional Facility. The property is not under threat. The subject is located on the south side of 33<sup>rd</sup> Street and to the east of South John Young Parkway in unincorporated Orange County, Florida. The property consists of 29,012 square feet of improved land featuring an A-Frame I-Hop restaurant, fixtures typical of such restaurants including but not limited to built-in seating, walk in coolers, range top ovens, and flat top griddles. The exterior is improved with a pylon sign visible from the interstate and 35 onsite parking spaces.


The owner's broker contacted the County to inquire if the County would like to lease the facility. On September 23, 2019, Russell Corriveau contacted the owner's representative to ask if they would consider selling the property and they acknowledged they would entertain an offer. Russell Corriveau prepared and sent the contract for sale and purchase to acquire the property for \$1,050,000 on October

Project: 2534 33<sup>rd</sup> Street (I-Hop)  
Parcel No(s): 09-23-29-0000-00-031  
Name of Owner(s): Wadsworth Street LLC  
Page No.: 2

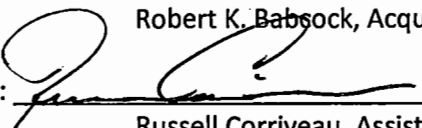
14, 2019. On October 18, 2019, the broker returned the contract with a counteroffer of \$1,150,000. Russell Corriveau then counteroffered an amount of \$1,100,000. On October 28, 2019, the owner accepted the offer. The contract was then further modified to permit a 1031 exchange sale clause.

The purchase of this property is needed to expand the correctional facilities.

An original offer of 1.1 million dollars, contingent on supporting appraisal, was made for the subject property.

Recommended by:  Date: 11/15/19  
Alexander Jamison, Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Robert K Babcock Date: 11/15/19  
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by:  Date: 11/15/19  
Russell Corriveau, Assistant Manager, Real Estate Mgmt. Division

or  
Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Paul Sladek, Manager, Real Estate Mgmt. Division

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
County Attorney or Assistant County Attorney

## 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. <b>OSWALD &amp; OSWALD, P.L.</b>		
	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: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>222 S. Westmonte Drive, Suite 206</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Altamonte Springs, Florida 32714</b>		
	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				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

**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 ▶ <b>11/6/19</b>
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**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](http://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.