



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

**DATE:** September 16, 2021

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

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

**FROM:** Alexander Jamison, Senior Acquisition Agent  
Real Estate Management Division *AJ/MTC*

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

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

**ACTION REQUESTED:** Approval and execution of Agreement for Sale and Purchase by and between Kimberlee D. Bagshaw and Kenneth C. Hampton and Orange County, Florida, approval of Warranty Deed from Kimberlee D. Bagshaw and Kenneth C. Hampton to Orange County, Florida, authorization for 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:** Bagshaw Hampton Parcel 101

District 5

**PURPOSE:** To preserve Environmentally Sensitive Lands (ESL) associated with the Econlockhatchee River

**ITEMS:** Agreement for Sale and Purchase (Parcel 101)  
Cost: \$1,000,000  
Size: 24.04 acres

Warranty Deed (Document 101.1)

**BUDGET:** Accounting No.: 1026-068-1978 (To be updated with OMB account, to be provided after September Budget meeting)

**FUNDS:** \$1,005,820 Payable to American Government Services Corporation (purchase price, title search and title insurance).

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

**REMARKS:** The subject property, 14655 Lake Pickett Road, consists of three contiguous parcels located along the northeast quadrant of Lake Pickett Road and the Econlockhatchee River, within unincorporated Orange County. The subject is improved with a 3-bedroom, 2-bath log cabin constructed in 1984, with a physical address of 14655 Lake Pickett Road, Orlando, Florida 32820. The subject parcel is an irregular shaped site containing a total of 24.08 gross acres, with a total of roughly 10 acres of dry uplands. A site visit was conducted in October of 2020 with Beth Jackson of Environmental Protection and Matt Suedmeyer of Parks and Recreation, hosted by the listing agent for the property, Dan Haber. At the time of our onsite inspection the property was listed for sale with an asking price of \$1,300,000.

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

This action adds 24.04 acres of ESL to the Environmental Protection Division's Green PLACE Program. The subject parcels meet the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 Environmentally Sensitive Lands Acquisition (see criteria below) and provides water resource protection, aquifer recharge, and floodplain storage; closes gaps between other publicly owned lands, and enhances an existing wildlife corridor.

<b>Administrative Regulation 11.07.01 Evaluation Criteria Summary</b>			
<b>REM Parcel #</b>	<b>PID#</b>	<b>Criteria Evaluated</b>	<b>Criteria Met</b>
101	12-22-31-0000-00-075, 12-22-31-0000-00-069 and 12-22-31-0000-00-084	Manageability	<b>X</b>
		Current Regulations/Threat of Degrading Events	<b>X</b>
		Presence/likelihood of non-imperiled and imperiled species	<b>X</b>
		Water Resource Protection	<b>X</b>
		Contiguity to other conservation Lands	<b>X</b>
		Rare Habitat	
		Ecosystem Diversity	<b>X</b>
		Enhances Wildlife Corridor	<b>X</b>
		Nature-Based Recreation	<b>X</b>
		Ecotourism Opportunities	<b>X</b>

Closing is contingent upon completion and acceptance of due diligence of the Property to be undertaken by the County during the inspection period. Closing is also contingent on the purchase price not exceeding more than ten percent of the average of two appraisals already obtained by the Real Estate Management Division, nor exceeding the value of the Property established by the appraisal having the higher valuation.

Seller to pay documentary stamp taxes, prorated taxes, the cost of recording any corrective title instruments and any other miscellaneous fees in conjunction with closing. County to pay for the title commitment, title insurance premium, its appraisals, surveys, and other costs associated with due diligence.

**REQUEST FOR FUNDS FOR LAND ACQUISITION**

☒ Under BCC Approval

☐ Under Ordinance Approval

Date: August 31, 2021

Total Amount: \$1,005,820.00

Project: Bagshaw Hampton Parcels

Parcel: 101

Charge to Account #1026-068-1978 place holder until September

Beth Jackson Digitally signed by Beth Jackson  
Date: 2021.09.10 11:21:12 -04'00'

Controlling Agency Approval Signature Date

Printed Name:

Coons, Heather A. Digitally signed by Coons, Heather  
Date: 2021.09.10 12:14:58 -04'00'

Fiscal Approval Signature Date

Printed Name

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

☒ N/A District # 5

☐ Acquisition at Approved Appraisal  
☒ Acquisition at Below Approved Appraisal  
☐ Acquisition at Above Approved Appraisal  
☐ Advance Payment Requested

Purchase Price	\$1,000,000.00
Closing Costs & Title Insurance	\$5,820.00
Total Costs:	\$1,005,820.00

DOCUMENTATION ATTACHED (Check appropriate block{s})

☒ Contract/ Agreement  
☐ Copy of Executed Instruments  
☒ Certificate of Value  
☒ Settlement Analysis

American Government Services Corporation  
3812 W. Linebaugh Ave. Tampa, Fl. 33618

\$1,005,820.00 (purchase price, title insurance  
& closing costs)

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

Payable to: American Government Services Corporation

**SPECIAL NOTE: Payment of \$1,005,820.00 To be made by Wire Transfer Only**

SEP 28 2021

Recommended by Alexander A. Jamison  
Digitally signed by Alexander A. Jamison  
Date: 2021.09.03 12:37:29 -04'00'

Alex Jamison, Real Estate Management Division

Date

Payment Approved Alex Feinman, Assistant Manager, Real Estate Management Div.  
Digitally signed by Alex Feinman  
Date: 2021.09.10 13:52:55 -04'00'

Date

or  
Payment Approved Mindy T. Cummings  
Digitally signed by Mindy T. Cummings  
Date: 2021.09.10 13:52:55 -04'00'

Date

Certified Naelia Per  
Approved by BCC for Deputy Clerk to the Board

SEP 28 2021

Date

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

Check No. / Date

**REMARKS:** This parcel will close by Wire Transfer for the payment of \$1,005,820.00. All funds are paid to AGS for distribution to the sellers, recording fees, title insurance, closing costs, etc. are included in their fees. Instructions will be sent once the closing date is determined. Please contact the Agent, Alex Jamison, @ 836-5254 with any questions.

SEP 28 2021

Project: Bagshaw Hampton Parcel  
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 **Kimberlee D. Bagshaw and Kenneth C. Hampton**, (collectively, the “**Seller**”) and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**Purchaser**”).

**RECITALS**

A. Seller is the fee simple owner of that certain real property located at: 14655 Lake Pickett Road, Orlando, Florida 32820, in Orange County, Florida, containing approximately 24.08 acres, bearing Orange County Property Appraiser’s Parcel Identification Number(s) 12-22-31-0000-00-069, 12-22-31-0000-00-075, 12-22-31-0000-00-084 and more particularly described in the Commitment as defined below (the “**Property**”).

B. The conveyance of the Property from Seller to Purchaser shall also include: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Seller’s rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Seller’s rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of Seller’s rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; (vi) any and all riparian and other water rights relating to such Property; and (vii) all permits, approvals, authorizations, entitlements, and licenses relating to or affecting the Property which Purchaser approves.

C. Without limiting the generality of the foregoing, the Property includes a 1,830 square foot two-story log cabin containing three bedrooms and two bathrooms. Additionally, there is a 330 square foot shed/ storage building located adjacent to the cabin. Both improvements are located on the Property as of the Effective Date (collectively the “**Building**”).

D. On the terms and conditions set forth herein, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, the 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 recitals set forth above are true and correct and are incorporated herein by this reference.

Project: Bagshaw Hampton Parcel  
Parcel: 101

2. Agreement. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to 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 the later of: (i) the date this Agreement is executed by Seller; **and** (ii) the date this Agreement is approved and executed by the Board by the Orange County Board of County Commissioners (the “**Board**”).

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 and No/100 U.S. Dollars (\$1,000,000) (the “**Purchase Price**”).

5. Title and Survey.

5.1 Within **twenty (20) days** after the Effective Date, Purchaser shall, at Purchaser’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 **American Government Services Corporation, 3812 W. Linebaugh Ave. Tampa, Florida 33618** (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 may, 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 selected by Purchaser (in Purchaser’s sole discretion) 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. The Survey, if obtained, 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, if obtained, shall, at a minimum, be certified to the following parties: Purchaser, Seller, and the Title Company.

5.3 Within **seventy five (75) days** after the Effective Date (the “**Objection Period**”), Purchaser may 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 ten (10) days after receipt of Purchaser’s 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 unable or 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 they then are 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. For avoidance of doubt, Purchaser acknowledges that Seller has no obligation whatsoever to cure or to attempt to cure any Objections – except to the extent that Seller hereafter agrees to cure or to attempt to cure any Objections in accordance with this Section 5.3 above.

5.4 Any defect in title or survey that 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 No sooner than five (5) business days prior to Closing but not later than two (2) business days prior to Closing, Purchaser shall cause the Title Company to endorse the Commitment to update the effective date of the Commitment to a date on or after the day that is ten (10) days prior to Closing. 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.

## 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 affecting the Property, stormwater management, zoning, and development standards, impact and

Project: Bagshaw Hampton Parcel  
Parcel: 101

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:

**NAME** Dan Haber  
Premier Sotheby's International Realty  
**PHONE** 321-624-0966  
**EMAIL** danhaber01@gmail.com

and shall be considered "reasonable prior notice" if it is provided not less than 24 hours prior to Purchaser's intended entry. Purchaser shall also have the right to meet and consult with Seller's consultants with information relative to the Property, or development matters related thereto, for the sole purpose of Purchaser's proposed acquisition and development of the Property.

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 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 or person. 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



Project: Bagshaw Hampton Parcel  
Parcel: 101

by Purchaser's tests and investigations. The terms and provisions of this paragraph shall survive both termination of this Agreement and Closing.

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

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 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. 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 (including without limitation for the Building and/or any other buildings, structures, or improvements located on 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 the Building and/or any other buildings, structures, or 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, and vested rights certificates for all or any part of the Property, and any of the same that have been submitted to government agencies for approval and for which approval is currently pending;

6.4.4 A summary of recent maintenance performed and/or improvements made to all or any part of the Property (including without limitation to the Building and/or to any other buildings, structures, or improvements located on the Property);

Project: Bagshaw Hampton Parcel  
Parcel: 101

6.4.5 Inspection reports, including building inspection reports, for the Included Equipment, the Building, and/or for any other buildings, structures, or improvements located on the Property;

6.4.6 Service contracts related to all or any part of the Property (including without limitation for the Building and/or for any other buildings, structures, or improvements located on the Property), including but not limited to HVAC, halon, roof, pest control, and landscaping (“**Service Contracts**”);

6.4.7 Warranties related to all or any part of the Property, including without limitation for the Building, for any other buildings, structures, or improvements located on the Property, and/or for any components thereof (e.g. HVAC, roof, etc.); and (“**Warranties**”);

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

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

6.4.10 Any other similar due diligence documents, studies, notices, analysis, or information pertaining to the Included Equipment and/or 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.

6.6 Prior to Closing, Purchaser, in Purchaser’s sole and absolute discretion, but at Purchaser’s sole cost and expense, may deem it advisable to pursue or obtain certain permits, approvals, licenses, authorizations, and/or development entitlements of/from any governmental authority that will be required for Purchaser to own, improve, develop, use, occupy, operate, and/or maintain the Property for Purchaser’s intended uses. In such event, Seller shall cooperate with Purchaser in Purchaser’s efforts. In furtherance and not in limitation thereof, where required by the governmental authority(ies) and/or requested by Purchaser, Seller shall execute any agreements, documents, instruments, applications, approvals, authorizations, or submissions requiring the consent or joinder of the record owner of any part of the Property.

## 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 Closing shall be received by the Title Company (the “**Closing Agent**”) on or before thirty (30) days after the expiration of the Inspection Period (the “**Closing Date**”) (except to the extent that the Closing Date is extended by other provisions of this Agreement).

## 7.2 At Closing:

7.2.1 Purchaser shall remit to the Closing Agent by wire transfer the Purchase Price, subject to the adjustments and prorations herein provided, and plus the Purchaser's expenses, if any, 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 fee simple 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 expressly transfer: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Seller's rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Seller's rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of Seller's rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; and (vi) any and all riparian and other water rights relating to such Property.

7.2.3 Seller shall execute and deliver to Purchaser an Assignment of Intangible Property and Development Rights and Entitlements (the "**Assignment**") pursuant to which Seller shall transfer, assign, and convey to Purchaser without warranty or representation (but only to the extent Seller may transfer, assign, and convey), for no additional consideration, all of Seller's rights, titles, and interests in and to: (i) all permits, approvals, authorizations, licenses, and development entitlements, including without limitation all concurrency and capacity reservations, rights, and credits and all other transferrable development rights issued to or for the benefit of the Property (including without limitation development approvals, if any, obtained by Purchaser) (collectively, "**Permits**"); (ii) all Warranties; and (iii) all subdivision, site, master drainage, infrastructure, engineering, and construction plans to the extent applicable to the Property, whether or not approved by governmental agencies (collectively, "**Plans**"). However, at Purchaser's election, the Assignment may include all Permits, Warranties, and Plans, or only those Permits, Warranties, and Plans that Purchaser requests be transferred, assigned, and conveyed to Purchaser at Closing.

7.2.4 Seller shall execute and deliver to Purchaser a Bill of Sale (the "**General Bill of Sale**") pursuant to which Seller shall transfer, assign, and convey to Purchaser without warranty or representation (but only to the extent Seller may transfer, assign, and convey), for no additional consideration, all of Seller's rights, titles, and interests in and to any and all personal property (the "**Personal Property**") that is located over, under, on, upon, through, across the Property as of the Closing Date. However, at Purchaser's election, the Bill of Sale may include all such personal property, or only those items of personal property that Purchaser requests be transferred, assigned, and conveyed to Purchaser at Closing.

Project: Bagshaw Hampton Parcel  
Parcel: 101

7.2.5 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;
- (e) any other documents and/or instruments reasonably necessary to transfer to Purchaser title to all or any part of the Included Equipment, including but not limited to applications for certificates of title and/or powers of attorney; and
- (f) 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.

7.2.6 All property 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 for the year of conveyance.

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

7.2.8 Seller shall pay for the cost of recording 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 Closing.

7.2.9 Seller shall pay for state documentary stamp tax on the Deed.

7.2.10 Seller shall pay for any closing fee, and/or other similar fee, to be paid to the Title Company and/or the Closing Agent in connection with this Agreement and/or Closing.

7.2.11 Seller shall pay for the Commitment and the title insurance premium for the owner's policy for the Property (and any endorsements thereto).

Project: Bagshaw Hampton Parcel  
Parcel: 101

7.2.12 Purchaser shall pay, outside of Closing, for the Survey (if obtained).

7.2.13 Purchaser shall pay, outside of Closing, for the Appraisals (hereinafter defined).

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

7.2.15 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.

7.4 The Manager of the Orange County Real Estate Management Division is hereby authorized to execute, on behalf of Purchaser, those closing documents requiring execution by 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. Without limiting the foregoing, Seller shall have delivered to Purchaser and/or Title Company, as applicable, in recordable form, if applicable, all instruments necessary to convey clear title to the Property.

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. +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 ("**RASS**"), 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. Purchaser shall order the Appraisals, and shall receive the Appraisals from Purchaser's selected appraisers, prior to the expiration of the Inspection Period.

8.1.4 Purchase Price Cap. The Purchase Price neither: (i) exceeds the value of the Property established by the Purchaser-approved Appraisal having the higher valuation of the Property; nor (ii) exceeds, by more than ten percent (10%), the average of the two valuations of the Property established by the two Purchaser-approved Appraisals.

8.1.5 Termination of Leases. Seller shall not have entered into any recorded or unrecorded licenses, leases, or other occupancy or use agreements of any kind or nature affecting all or any portion of the Property (“**Leases**”) after the Effective Date. Unless otherwise consented to in writing by Purchaser, any leases in effect as of the Effective Date shall have been terminated by Seller, at no cost or expense to Purchaser, before the Closing Date, and any person(s) in possession of all or any part of the Included Equipment and/or the Property at any time prior to the Closing Date, shall have physically vacated the Property, and shall have removed all personal property (other than the Included Equipment and fixtures constituting part of the Property) from the Building and the Property, before the Closing Date. As of the morning of the Closing Date, there shall be no person in possession of any part of the Included Equipment and/or the Property, other than Seller, such that, following Closing, there shall be no person in possession of any part of the Included Equipment and/or the Property, other than Purchaser. At or before Closing, Seller shall provide reasonable and sufficient proof to Purchaser and Title Company of Seller’s compliance with this paragraph. If requested by Purchaser, Seller shall allow Purchaser to conduct a walk-through inspection of the Property, within the five (5) business days prior to Closing, to ensure Seller’s compliance with this paragraph.

8.1.6 Termination of Service Contracts. Any and all Service Contracts, whether existing as of the Effective Date or entered into by Seller after the Effective Date, shall have been terminated by Seller, at no cost or expense to Purchaser, before the Closing Date. At or before Closing, Seller shall provide reasonable and sufficient proof to Purchaser and Title Company of Seller’s compliance with this paragraph.

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.

8.4 Mutual Extension of the Closing Date. In the event that any (or all) of the Contingencies are not satisfied on or before the Closing Date, then the Parties by mutual agreement may (but shall not be required to) 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 ninety (90) additional days). The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to execute written extensions pursuant to this paragraph.

9. Seller’s Representations and Warranties.

Project: Bagshaw Hampton Parcel  
Parcel: 101

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 There are no outstanding state or federal tax liens, claims, or demands against Seller that constitute or will constitute a lien against the Property, the Included Equipment, or any portion of either.

9.1.4 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.

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

9.1.6 To Seller's actual knowledge, there are no currently pending or threatened actions, suits, claims, demands, or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof.

9.1.7 To Seller's actual knowledge there are no recorded or unrecorded liens, special assessments, easements, reservations, restrictions, covenants, or encumbrances affecting the Property – other than matters of public record that will be reflected on the Commitment.

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

9.1.9 Neither the Property nor the Included Equipment is subject to any recorded or unrecorded licenses, leases, or other occupancy or use agreements of any kind or nature.

9.1.10 There is no person in possession of the Property, other than Seller.

9.1.11 There are no other persons or entities known to Seller who have any rights to acquire the Property and/or the Included Equipment or have any rights or claims therein

or thereto or for any portion of either – other than matters of public record that will be reflected on the Commitment.

9.1.12 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, 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 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.

9.1.13 To Seller's actual knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on the Property, and no portion of the Property has ever been used for a cemetery/burial site, garbage dump, landfill, or service station or other business selling petroleum or petroleum products.

9.1.14 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.

9.1.15 All utility services necessary for the development, use, and operation of the Property for Purchaser's intended use (e.g. water (potable and reclaimed, all at pressures sufficient to satisfy fire flow requirements of governmental agencies), sewer, electricity, telephone, cable television, and gas) are available at the boundary of the Property.



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

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 three (3) years after Closing.

9.3 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 Kimberlee D. Bagshaw and Kenneth C. Hampton in his/her capacity as the Sellers, without any investigation or inquiry.

#### 10. Brokers and Commission.

10.1 Seller is represented by \_\_\_\_\_ with Sotheby's International Realty, Inc., ("Broker"), who is licensed by the State of Florida as a real estate broker. Seller is obligated to pay Broker any commission that might be due and owing to Broker. Purchaser shall have no obligation whatsoever to Seller's Broker for the payment of any commission that might be owed..

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 that 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 rights hereinafter provided to either party, the breaching party shall be entitled to written notice of the specific non-compliance, breach, or other problem and to ten (10) days after the receipt of that written notice in which to cure said non-compliance, 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 non-compliance, 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; or (ii) pursue an action for specific performance against Seller.

Project: Bagshaw Hampton Parcel  
Parcel: 101

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 by written notice to Purchaser.

11.4 Except as otherwise expressly set forth in this Agreement, in no event shall either party be liable for damages in the event of a default by such party hereunder; furthermore, and notwithstanding anything in this Agreement to the contrary, in no event shall either party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of a default by such party hereunder.

11.5 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; or guaranteed overnight delivery service. Notices 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.

**As to Seller:**  
Kimberlee D. Bagshaw  
14562 Jamaica Dogwood Dr.  
Orlando, Florida 32828

***with a copy to:***  
[BROTHER]

**As to Purchaser:**  
Orange County, Florida Real Estate  
Management Division  
Attn: Manager  
400 E. South St., 5th Floor  
Orlando, Florida 32801

***with a copy to:***  
Orange County, Florida  
County Attorney's Office  
Attn: County Attorney  
201 S. Rosalind Ave., 3rd Floor  
Orlando, Florida 32801

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.

Project: Bagshaw Hampton Parcel  
Parcel: 101

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 with, 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, 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. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties hereto.

13.3 Survival; Effect of Termination. Neither this Agreement, nor any term or provision hereof, shall survive Closing hereunder, except as specifically provided herein. Upon any termination of this Agreement, 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.

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 (if any).

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, 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 Drafting; Negotiation. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

13.11 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

13.12 No Third Party Beneficiaries. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

13.13 Governing Law. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

13.14 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 6:00 p.m. local time in Orange County, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

13.15 Assignment. Neither this Agreement, nor any right or obligation of any party, may be assigned, delegated, or otherwise transferred, in whole or in part, without the express written consent of all parties.

13.16 Attorney's Fees. Both parties expressly agree that each party shall bear the cost of its own attorney and legal 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 and/or legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

13.17 1031 Exchange. Purchaser acknowledges that Seller may elect to consummate the sale of the Property as part of a so-called like kind exchange (an "Exchange") pursuant to §1031 of the Internal Revenue Code, as amended (the "Code"), provided that: (i) the Closing of the Property shall not be delayed or affected by reason of any Exchange; (ii) the consummation or accomplishment of any Exchange shall not be a condition precedent or condition subsequent to Seller's obligations under this Agreement; (iii) 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 (iv) Seller shall pay any additional costs that would not otherwise have been incurred by Purchaser or Seller had Seller not consummated its sale through an Exchange. Purchaser shall not, by this paragraph or by 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.

13.18 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 ANY AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT) FROM, OR WITH SELLER.

13.19 No Recording. Neither this Agreement, nor any memorandum hereof, shall be recorded in the public records of any county.

14. As-Is Sale and Purchase. Except as otherwise specifically and expressly set forth in this Agreement, Seller has not made and does not and will not make any representation or warranty, either express or implied, including any with respect to the condition, operability, safety, fitness

for intended purpose, or use of the Property. Purchaser specifically acknowledges and agrees that except as otherwise specifically and expressly set forth in this Agreement to the contrary, Seller shall convey and Purchaser shall accept the Property on an “AS IS, WHERE-IS, AND WITH ALL FAULTS” basis and that, except as otherwise specifically and expressly set forth in this Agreement to the contrary, Purchaser is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller and/or Seller’s employees, contractors, consultants, counsel, and/or other agents, as to any matters concerning the Property except as specifically and expressly set forth in this Agreement, including, without limitation, any warranty or representation as to: (i) the quality, nature, adequacy, and physical condition of the Property; (ii) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater; (iii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property; (iv) the development potential of the Property; (v) the Property’s value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (vii) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property; (viii) the compliance of the Property or its operation with all applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity including, without limitation, environmental person or entity, including, without limitation, environmental laws, and environmental matters of any kind or nature whatsoever relating to the Property; (ix) the presence of hazardous or toxic materials on, under, or about the Property or the adjoining or neighboring property; (x) the quality of any labor and materials used in any improvements included in the Property, (xi) any service contracts, guarantees or warranties, or other agreements affecting the Property; (xii) the economics of the transfer of the Property; (xiii) the freedom of the Property from latent or apparent vices or defects; (xiv) peaceable possession of the Property; and (xv) any other matter or matters of any nature or kind whatsoever relating to the Property. The terms and provisions of this section shall survive the Closing of this Agreement.

15. Sovereign Immunity. No provision of or in this Agreement shall be construed as a waiver of sovereign immunity or of the limits of liability by Purchaser, including their respective commissioners, officers, employees, or agents, as set forth in Section 768.28, Florida Statutes (2020).

*[Signature Pages and Exhibits Follow]*

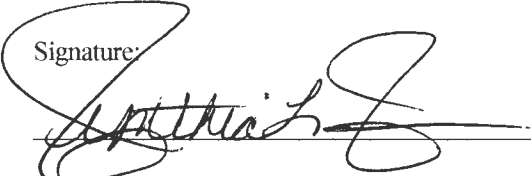
Project: Bagshaw Hampton Parcel  
Parcel: 101

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

Signed, sealed, and delivered  
in the presence of:

**SELLER**

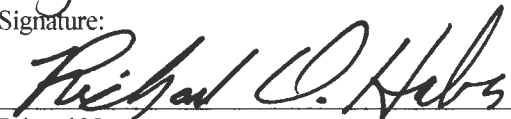
Signature:



Printed Name:

Cynthia L. Criner

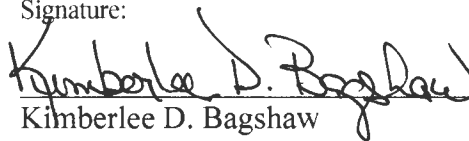
Signature:



Printed Name:

Richard D. Haber

Signature:

  
Kimberlee D. Bagshaw

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization this 10<sup>th</sup> day of July 2021, by **Kimberlee D. Bagshaw**.

Personally Known ☒ OR Produced Identification ☐  
Type of Identification Produced

Notary Public Signature:



Printed Name:

JANICE SULLIVAN

My Commission Expires:

Feb 1, 2022  
(mm/dd/yyyy)

Commission No:

GG 180323

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

Project: Bagshaw Hampton Parcel  
Parcel: 101

Signed, sealed, and delivered  
in the presence of:

Signature:

Cynthia L. Criner

Printed Name:

Cynthia L. Criner

Signature:

Richard D. Haber

Printed Name:

Richard D. Haber

**SELLER**

Signature:

Kenneth C. Hampton  
**Kenneth C. Hampton**

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization this 10<sup>th</sup> day of July 2021, by **Kenneth C. Hampton**.

Personally Known ☒ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

Notary Public Signature:

Janice Sullivan

Printed Name:

JANICE SULLIVAN

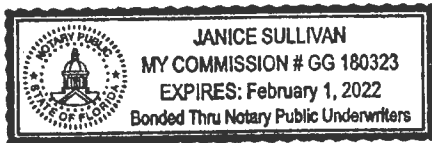
My Commission Expires:

Feb 1, 2022  
(mm/dd/yyyy)

Commission No:

GG 180323

(SEAL)





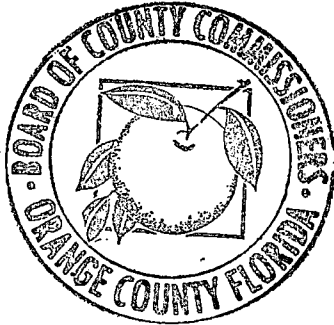
Project: Bagshaw Hampton Parcel  
Parcel: 101

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

**PURCHASER**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners



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

Date:

09/29/2021  
(mm/dd/yyyy)

**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**  
**Due Diligence Contingency**

I. Without in any way limiting the scope of the investigations of the Property that Purchaser may undertake 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.

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 reveals any Environmental Exceptions, or if any other testing performed by Purchaser reveals any condition of the Property which Purchaser deems to

SEP 28 2021

This instrument prepared by:  
Wendi McAleese  
American Government Services Corporation  
3812 W. Linebaugh Avenue  
Tampa, FL 33618

Parcel Identification Numbers:  
12-22-31-0000-00-075, 12-22-31-0000-00-069, 12-22-31-0000-00-084

Project Name: Bagshaw-Hampton  
Parcel Number: 101

### SPECIAL WARRANTY DEED

THIS INDENTURE, Made this 8<sup>th</sup> day of February, 2022, between **Kimberlee D. Bagshaw and Kenneth C. Hampton**, whose address is c/o Kimberlee Bagshaw, 14562 Jamaica Dogwood Drive, Orlando, Florida, 32828, party of the first part, and **Orange County, a political subdivision of the State of Florida**, whose address is: 400 East South Street, 5<sup>th</sup> Floor, Orlando, FL, 32801-3391, 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 (\$10.00) Dollars and other valuable considerations, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto said party of the second part, and its heirs and assigns forever, all that certain parcel of land lying and being in the County of Orange and State of Florida, more particularly described as follows:

**See Exhibit "A" attached hereto.**

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same in fee simple forever.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND-grantor, hereby covenants with grantee that it is lawfully seized of the land in fee simple; that it has good right and lawful authority to sell and convey the land, will defend the same against the lawful claims of those claiming by, through or under party of the first part, but no other.

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

(Signatures on the following pages)

Signed, sealed and delivered  
in the presence of:

Print: Abigail Havicon

Print: Leo Tong

Kimberlee D. Bagshaw  
Kimberlee D. Bagshaw

STATE OF FL

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3<sup>rd</sup> day of January, 2022, by Kimberlee D. Bagshaw.  
Such person(s) Notary Public must check applicable box:

- ☐ are personally known to me.  
☒ produced her current driver license.  
☐ produced FL License as identification.

(Notary Seal)



Abigail Havicon  
Comm. #HH098056  
Expires: Feb. 25, 2025  
Bonded Thru Aaron Notary

Abigail Havicon  
Notary Public  
Printed Name of Notary: Abigail Havicon  
Commission Number: HH098056  
My Commission Expires: 02-25-25

Signed, sealed and delivered  
in the presence of:

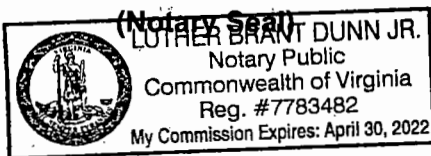
Luther Brant Dunn <sup>KC</sup>  
~~Kenneth C. Hampton~~  
Print: Luther Brant Dunn JR  
Melissa McKenney  
Print: Melissa McKenney

Kenneth C. Hampton  
Kenneth C. Hampton

STATE OF Virginia  
COUNTY OF Henrico

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of February, 2022, by Kenneth C. Hampton. Such person(s) Notary Public must check applicable box:

- ☐ are personally known to me.  
☒ produced her current driver license.  
☐ produced \_\_\_\_\_ as identification.



Luther Brant Dunn  
Notary Public  
Printed Name of Notary: Luther Brant Dunn JR  
Commission Number: 7783482  
My Commission Expires: April 30, 2022

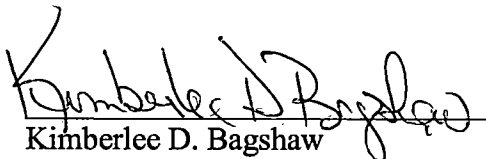
APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
SEP 28 2021

BILL OF SALE

Kimberlee D. Bagshaw and Kenneth C. Hampton, located at c/o Kimberlee D. Bagshaw 14562 Jamaica Dogwood Drive, Orlando, Florida, 32828, Seller, for and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to Seller by Orange County, a charter county and political subdivision of the State of Florida, Buyer, receipt of which is hereby acknowledged, does grant, sell, transfer, convey and deliver to Buyer all of Seller's right, title, and interest in and to any and all personal property that is located over, under, on, upon, through, or across the property described in Exhibit "A" attached hereto and incorporated herein as of the Effective Date.

Buyer shall have all rights and title to the personal property in itself and its assigns.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on  
February 3, 2022 (the "Effective Date").

  
Kimberlee D. Bagshaw

\_\_\_\_\_  
Kenneth C. Hampton

SEP 28 2021

BILL OF SALE

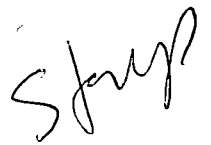
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IN WITNESS WHEREOF, Seller has executed this Bill of Sale on  
February 3, 2022, 2022 (the "Effective Date").

\_\_\_\_\_  
Kimberlee D. Bagshaw

  
Kenneth C. Hampton



## EXHIBIT A

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 31 EAST, AND THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 31 EAST, LYING NORTHERLY OF AND ADJACENT TO LAKE PICKETT ROAD (COUNTY ROAD 420), PROJECT NUMBER 29, PER ROAD BOND BOOK NUMBER 2A, PAGES 9 THROUGH 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S 89°13'05" E, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 12-22-31, A DISTANCE OF 128.33 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING, A POINT ON THE CENTER OF THE ECONLOCKHATCHEE RIVER PER OFFICIAL RECORDS BOOK 3272, PAGE 1509 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE CENTER LINE OF THE ECONLOCKHATCHEE RIVER, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES: N 52°00'14" W, A DISTANCE OF 65.48 FEET; THENCE N 59°37'59" W, A DISTANCE OF 76.02 FEET; THENCE N 15°27'18" W, 48.65 FEET; THENCE N 17°27'19" E, A DISTANCE OF 69.56 FEET; THENCE N 77°08'38" E, A DISTANCE OF 164.95 FEET; THENCE N 59°21'18" E, A DISTANCE OF 37.65 FEET; THENCE N 19°42'20" W, A DISTANCE OF 49.34 FEET; THENCE N 15°20'45" W, A DISTANCE OF 140.82 FEET; THENCE N 07°04'46" W, A DISTANCE OF 100.72 FEET; THENCE N 14°16'22" W, A DISTANCE OF 164.92 FEET; THENCE N 13°13'53" W, A DISTANCE OF 66.71 FEET; THENCE N 32°58'19" W, A DISTANCE OF 82.22 FEET; THENCE N 18°59'47" W, A DISTANCE OF 184.61 FEET TO A POINT ON THE WEST LINE OF SOUTHEAST 1/4 OF SECTION 12; THENCE N 01°01'49" W ALONG SAID WEST LINE, A DISTANCE OF 289.37 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE RUN S 89°37'00" E, ALONG THE NORTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 657.67 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE RUN S 00°48'32" E ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 761.08 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS DOCUMENT 20190073555 OF SAID PUBLIC RECORDS; THENCE S 88°37'38" E ALONG SAID SOUTH LINE, A DISTANCE OF 595.24 FEET; SAID POINT LYING ON A LINE 60.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 12 AS DESCRIBED IN OFFICIAL RECORDS DOCUMENT 20190073555; THENCE S 00°33'43" E, ALONG A LINE 60.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 393.62 FEET TO THE NORTH RIGHT OF WAY LINE OF LAKE PICKETT ROAD (60.00' RIGHT OF WAY PER ROAD BOOK 2, PROJECT 29A); THENCE S 76°01'16" W ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 519.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 746.78 FEET, A CENTRAL ANGLE OF 14°06'40", A CHORD BEARING OF S 68°57'54" W AND A CHORD DISTANCE OF 183.47 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 183.94 FEET TO THE POINT OF TANGENCY; THENCE RUN S 61°54'31" W, A DISTANCE OF 181.33 FEET TO AN INTERSECTION WITH THE CENTERLINE OF AFORESAID CENTER LINE OF THE ECONLOCKHATCHEE RIVER; THENCE RUN NORTHERLY ALONG SAID CENTERLINE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: N 35°30'29" W, A DISTANCE OF 79.39 FEET; THENCE S 71°52'27" W, A DISTANCE OF 33.19 FEET; THENCE S 45°29'57" W, A DISTANCE OF 60.35 FEET; THENCE N 59°02'13" W, A DISTANCE OF 40.96 FEET; THENCE N 72°43'24" W, A DISTANCE OF 37.18 FEET; THENCE N 49°42'30" W, A DISTANCE OF 48.46 FEET; THENCE N 26°36'12" W, A DISTANCE OF 68.12 FEET; THENCE N 52°00'14" W, A DISTANCE OF 26.91 FEET TO THE POINT OF BEGINNING.



ASSIGNMENT OF INTANGIBLE PROPERTY

Kimberlee D. Bagshaw and Kenneth C. Hampton, located at c/o Kimberlee D. Bagshaw 14562 Jamaica Dogwood Drive, Orlando, Florida, 32828, Seller, for and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to Seller by Orange County, a charter county and political subdivision of the State of Florida, Buyer, receipt of which is hereby acknowledged, does assign, transfer, convey and deliver to Buyer all of Seller's right, title, and interest, to the extent assignable, in and to (the "Intangible Property"):

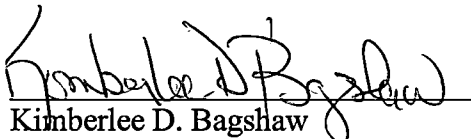
(a) all permits, approvals, authorizations, licenses, and development entitlements, including without limitation all concurrency and capacity reservations, rights, and credits and all other transferrable development rights issued to or for the benefit of the property described in Exhibit "A" attached hereto and incorporated herein (the "Real Property");

(b) all warranties related to all or any part of the Real Property, including without limitation for the buildings, structures, or improvements located on the Real Property, and/or for any components thereof (e.g. HVAC, roof, etc.); and

(c) all subdivision, site, master drainage, infrastructure, engineering, and construction plans to the extent applicable to the Real Property, whether or not approved by governmental agencies.

Buyer shall have all rights and title to the Intangible Property in itself and its assigns.

IN WITNESS WHEREOF, Seller has executed this Assignment of Intangible Property  
on February 3, 2022.

  
Kimberlee D. Bagshaw

\_\_\_\_\_  
Kenneth C. Hampton

SEP 28 2021

ASSIGNMENT OF INTANGIBLE PROPERTY

Kimberlee D. Bagshaw and Kenneth C. Hampton, located at c/o Kimberlee D. Bagshaw 14562 Jamaica Dogwood Drive, Orlando, Florida, 32828, Seller, for and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to Seller by Orange County, a charter county and political subdivision of the State of Florida, Buyer, receipt of which is hereby acknowledged, does assign, transfer, convey and deliver to Buyer all of Seller's right, title, and interest, to the extent assignable, in and to (the "Intangible Property"):

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IN WITNESS WHEREOF, Seller has executed this Assignment of Intangible Property on February 3, 2022.

\_\_\_\_\_  
Kimberlee D. Bagshaw

\_\_\_\_\_  
Kenneth C. Hampton

*Stump*

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Project: Bagshaw Hampton Parcel  
Parcel: 101

require further evaluation, then, upon written notice of such fact to Seller, the Inspection Period shall be automatically extended an additional ninety (90) days for further testing. 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.

HAMPTON-BAGSHAW PROPERTY  
24.08± GROSS ACRES  
N/S OF LAKE PICKETT RD., E OF ECONLOCKHATCHEE RIVER  
ORANGE COUNTY, FLORIDA

1

**CERTIFICATION OF VALUATION**

We hereby certify that we have personally inspected the property herein appraised. We have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The photographs contained in this appraisal represent the subject property.

That to the best of our knowledge and belief, the statements of fact contained in this appraisal report are true and correct. Further, the reported appraisal analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased, professional analyses, opinions, and conclusions.

We understand that such appraisal is to be used by Orange County and their duly authorized representatives for internal planning decisions.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of property for such purposes; and that to the best of our knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of the State of Florida.

That we have no present or prospective interest and no bias in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved. Also, we have not previously appraised, or provided other professional services concerning the subject property within the three-year period immediately preceding the acceptance of this assignment.

That our engagement and compensation for completing this assignment is not contingent upon developing or reporting a predetermined result, 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.

That our appraisal analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice [(USPAP) of the Appraisal Foundation], with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, and with the requirements of the State of Florida for State Certified Appraisers.

HAMPTON-BAGSHAW PROPERTY  
24.08± GROSS ACRES  
N/S OF LAKE PICKETT RD., E OF ECONLOCKHATCHEE RIVER  
ORANGE COUNTY, FLORIDA

2

**CERTIFICATION OF VALUATION**  
(Contd.)

That this report and its use is subject to the requirements of the Appraisal Institute, Appraisal Foundation, and the State of Florida (Real Estate Board) relating to review by their duly authorized representatives.

That as of the date of this report, Mark G. Carpenter, MAI, has completed the requirements of the Continuing Education Program for the State of Florida.

That Mark G. Carpenter, MAI, State-Certified General Real Estate Appraiser, has the knowledge and experience on the type of property appraised in this geographic area to meet the USPAP competency requirements.

Scott Royal, with Pinel & Carpenter, Inc., provided significant professional assistance to the person signing this report. This assistance included sales research and analysis, subject research and analysis. However, the analyses and value conclusions presented within this report are our own opinion.

That we have not revealed the results of such appraisal to parties other than whom this report was prepared and will not do so until authorized by same, or until required by due process of law, or until released from this obligation by having publicly testified as to such results.

Based upon our independent appraisal and the exercise of our professional judgment, our opinion of the market value of the property, appraised as of January 29, 2021, was:

**\$1,065,000**



---

Mark G. Carpenter, MAI  
Vice-President  
Cert Gen RZ 935

---

02/05/21  
Date

Project: Bagshaw Hampton  
Parcel No(s): 101  
Name of Owner(s): Kimberlee D. Bagshaw and Kenneth C. Hampton  
Page No.: 1

## **SETTLEMENT ANALYSIS**

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

### **County's Appraised Value**

#### **Parcel 101**

Land: 24.08	\$ 1,215,000
Improvements: One log cabin, one accessory shed	\$ N/A
Cost-to-Cure: Potential demolition or renovation costs of log cabin and shed if deemed necessary.	\$ N/A
Other Damages: N/A	\$ N/A
<b>Total Appraisal Value</b>	<b>\$ 1,215,000.00</b>

### **Owner's Requested Amount—Initial**

Owner's Counter Offer (Global):	\$1,300,000.00
Parcel Amount:	\$ Insert
Expert Fees:	\$ Insert
Attorney Fees:	\$ Insert

<b>Total Owner's Requested Amount—Initial:</b>	<b><u>\$1,300,000.00</u></b>
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### **Owner's Requested Amount—After Negotiations**

Owner's Counter Offer (Global):	\$ 1,000,000
Parcel Amount:	\$ Insert
Expert Fees:	\$ Insert
\$Attorney Fees:	\$ Insert

<b>Total Owner's Requested Amount—After Negotiations:</b>	<b><u>\$ 1,000,000</u></b>
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<b>Recommended Settlement Amount</b>	<b><u>\$ 1,000,000.00</u></b>
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Project: Bagshaw Hampton  
Parcel No(s).: 101  
Name of Owner(s): Kimberlee D. Bagshaw and Kenneth C. Hampton  
Page No.: 2

### **EXPLANATION OF RECOMMENDED SETTLEMENT**

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

The subject property, 14655 Lake Pickett Road, consists of three contiguous parcels located along the northeast quadrant of Lake Pickett Road and the Econlockhatchee River, within unincorporated Orange County. The subject is improved with a 3-bedroom, 2-bath log cabin with a physical address of 14655 Lake Pickett Road, Orlando, Florida 32820. The subject parcel is an irregular shaped site containing a total of 24.08 gross acres, with a total of roughly 10 acres of dry uplands. A site visit was conducted in October of 2020 with Beth Jackson of Environmental Protection and Matt Suedmeyer of Parks and Recreation, hosted by the listing agent for the property, Dan Haber. At the time of our onsite inspection the property was listed for sale with an asking price of \$1,300,000. Shortly after our tour of the property Beth Jackson notified Real Estate Management of EPD's intent to pursue acquiring the property. Our appraisals were conducted and presented a range in value of \$1,065,000 – \$1,215,000 which was reviewed within Real Estate Management and then discussed with EPD. A Letter of Intent was presented to the Property Owners with a purchase price of \$1,000,000 and accepted shortly after presentation with no change to typical County contract terms. A formal Purchase Agreement was then drafted for a purchase price of \$1,000,000.00 and reflected the typical County terms outlined in the previously accepted Letter of Intent, which was then executed by the Sellers with no changes to the Agreement on July 10, 2021.

Recommended by: Alexander A. Jamison Digitally signed by Alexander A. Jamison  
Date: 2021.09.03 12:26:25 -04'00' Date: \_\_\_\_\_  
Alexander Jamison, Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Robert K. Babcock Digitally signed by Robert K. Babcock  
Date: 2021.09.10 11:18:29 -04'00' Date: \_\_\_\_\_  
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Alex Feinman, Assistant Manager, Real Estate Mgmt. Division

or  
Approved by: Mindy T. Cummings Digitally signed by Mindy T. Cummings  
Date: 2021.09.10 12:18:02 -04'00' Date: \_\_\_\_\_  
Mindy T. Cummings, Manager, Real Estate Mgmt. Division

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Kenneth C Hampton

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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) ►

**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.) See instructions.  
132 Kattain Lane

**6** City, state, and ZIP code  
Gray, Ga. 31032

**7** List account number(s) here (optional)

**8** Requester's name and address (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-	1	5	1	4
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OR

**Employer identification number**

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## 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 for Part II, later.

Sign  
Here

Signature of  
U.S. person ► Kenneth C Hampton

Date ► 7/20/2021

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## 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*, later.