



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: July 11, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Russell L. Corriveau, Senior Acquisition Agent *RCC*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL OF PURCHASE PRICE ABOVE APPRAISED VALUE, CONTRACT FOR SALE AND PURCHASE, WARRANTY DEED AND HOLDOVER AGREEMENT BETWEEN JOHNATHAN N. OMARI AND SOUAD OMARI AND ORANGE COUNTY, COMPENSATION AND RELEASE AGREEMENT BETWEEN THE LAMAR COMPANY, LLC AND ORANGE COUNTY, DELEGATION OF AUTHORITY TO REAL ESTATE MANAGEMENT DIVISION TO EXTEND HOLDOVER AGREEMENT IF NEEDED, AND AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Taft-Vineland Road (Orange Blossom Trail to Orange Avenue)

District 4

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

ITEMS: Contract for Sale and Purchase (Parcels 160/960)

Warranty Deed (Instrument 160.1/960.1)
Cost: \$2,445,000
Total size: 1.705 acres

Holdover Agreement
Revenue: None
Term: 30 Days
Options: None

Compensation and Release Agreement
Cost: \$55,000

BUDGET: Account No.: 1033-072-3037-6110

FUNDS: \$1,954,398 Payable to First American Title Insurance Company
(portion of purchase price and closing costs)

\$500,000 Payable to Johnathan N. Omari and Souad Omari
(balance of purchase price)

\$55,000 Payable to The Lamar Company, LLC
(for sign removal & release)

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department

REMARKS: The acquisition of Parcels 160 and 960 is needed for the construction and widening of Taft-Vineland Road. This settlement is in lieu of eminent domain proceedings.

The Holdover Agreement will allow the seller to continue to occupy the property for 30 days after closing. The sum of \$500,000 will be withheld by Orange County until seller vacates the property and all conditions of the Holdover Agreement are met. Seller shall be responsible for all upkeep, maintenance, repair, utilities, personal property taxes, if any, and any and all other costs or expenses related to its occupancy of the property during the holdover period. Seller has sole responsibility for insuring its personal property and assets and agrees to waive any and all claims against the County for damages or destruction of its personal property and assets caused during the term of occupancy.

An outdoor advertising sign owned by The Lamar Company, LLC ("Lamar") was removed from the property April 13, 2017. Pursuant to the Compensation and Release Agreement, County is paying Lamar \$55,000 as compensation for removal of the sign.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: June 22, 2017

Amount: \$2,509,398.00

Project: Taft-Vineland Road (OBT to Orange Avenue)

Parcels: 160/960

Charge to Account #1033-072-3037-6110

Controlling Agency Approval

Date

Fiscal Approval

Date

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

District #4

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

First American Title Insurance Company
\$1,954,398.00 (portion of purchase price, title
insurance & closing costs
\$500,000 Johnathan Omari & Souad Omari
(balance of purchase price)
\$55,000.00 The Lamar Company, LLC
(Sign Release Agreement)

\$2,509,398.00 Total

DOCUMENTATION ATTACHED (Check appropriate block(s))

<u> X </u>	Contract
<u> X </u>	<u>Copy</u> of Executed Instruments
<u> X </u>	Certificate of Value
<u> X </u>	Settlement Analysis

Payable to: First American Title Insurance Company (\$1,954,398 for closing)

Payable to: Johnathan N. Omari and Squad Omari, 8929 Crichton Woods Ct., Orlando, Florida 32819 (\$500,000 after Holdover is completed)

Payable to: The Lamar Company, LLC, 5321 Corporate Blvd., Baton Rouge, LA 70808 (\$55,000 for sign reimbursement)

SPECIAL NOTE: PAYMENT OF \$1,954,938 TO BE MADE BY WIRE TRANSFER ONLY, The amount of \$500,000 will be made by check after the owner vacates the property and confirmed and approved by the Real Estate Management Division. The amount of \$55,000 will be made by check 10 days after Board Approval.

Recommended by

Russell L. Corriveau, Senior Acquisition Agent, Real Estate Mgmt.

Date _____

Payment Approved

Ann Caswell, Manager, Real Estate Management Division

Date _____

Certified

Approved by BCC Deputy Clerk to the Board

Date _____

Examined/Approved

Comptroller/Government Grants

Check No. / Date

REMARKS:

This parcel will close by Wire Transfer for the payment of \$2,454,398. Instructions will be sent once the closing date is determined. The amount of \$500,000 will be made by check after the owner vacates the property and confirmed and approved by the Real Estate Management Division. The amount of \$55,000 will be made by check 10 days after Board Approval. Please Contact the Acquisition Agent @ 67074 if there are any questions. APPROVED

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 18 2017

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: June 22, 2017

Amount: \$2,509,398.00

Project: Taft-Vineland Road (OBT to Orange Avenue)

Parcels: 160/960

Charge to Account #1033-072-3037-6110 *6/22/17*

DEC 06/26/17
 Controlling Agency Approval *[Signature]* Date *6/26/17*
 Fiscal Approval *[Signature]* Date *6/26/17*

TYPE TRANSACTION (Check appropriate block(s))
X Pre-Condemnation _____ Post-Condemnation

District #4

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

First American Title Insurance Company
 \$1,954,398.00 (portion of purchase price, title insurance & closing costs)
 \$500,000 Johnathan Omari & Souad Omari (balance of purchase price)
 \$55,000.00 The Lamar Company, LLC (Sign Release Agreement)

\$2,509,398.00 Total

DOCUMENTATION ATTACHED (Check appropriate block(s))

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

Payable to: First American Title Insurance Company (\$1,954,398 for closing)

Payable to: Johnathan N. Omari and Souad Omari, 8929 Crichton Woods Ct., Orlando, Florida 32819 (\$500,000 after Holdover is completed)

Payable to: The Lamar Company, LLC, 5321 Corporate Blvd., Baton Rouge, LA 70808 (\$55,000 for sign reimbursement)

SPECIAL NOTE: PAYMENT OF \$1,954,938 TO BE MADE BY WIRE TRANSFER ONLY, The amount of \$500,000 will be made by check after the owner vacates the property and confirmed and approved by the Real Estate Management Division. The amount of \$55,000 will be made by check 10 days after Board Approval.

Recommended by *Russell L. Coriveau*
 Russell L. Coriveau, Senior Acquisition Agent, Real Estate Mgmt.

6/22/17
 Date

Payment Approved *Ann Caswell*
 Ann Caswell, Manager, Real Estate Management Division

6-26-17
 Date

Certified _____
 Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved _____
 Comptroller/Government Grants

Check No. / Date

REMARKS:

This parcel will close by Wire Transfer for the payment of \$2,454,398. Instructions will be sent once the closing date is determined. The amount of \$500,000 will be made by check after the owner vacates the property and confirmed and approved by the Real Estate Management Division. The amount of \$55,000 will be made by check 10 days after Board Approval. Please Contact the Acquisition Agent @ 67074 if there are any questions.

REQUEST FOR FUNDS FOR LAND ACQUISITION

☒ Under BCC Approval

Under Ordinance Approval

Date: July 24, 2017

Amount: \$55,000.00

Project: Taft-Vineland Road (OBT to Orange Avenue)

Parcels: 160/960

Charge to Account #1033-072-3037-8110-CA 7126117

Controlling Agency Approval

Fiscal Approval

Date

Date

TYPE TRANSACTION (Check appropriate block(s))

☒ Pre-Condemnation ☐ Post-Condemnation

District #4

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

\$55,000.00 The Lamar Company, LLC
(for Sign reimbursement per Agreement)

DOCUMENTATION ATTACHED (Check appropriate block(s))

- ☒ Compensation and Release Agreement
- ☐ Copy of Executed Instruments
- ☐ Certificate of Value
- ☐ Settlement Analysis

Payable to: The Lamar Company, LLC, 5321 Corporate Blvd., Baton Rouge, LA 70808 (\$55,000 for sign reimbursement)

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

Recommended by Russell L. Corriveau, Senior Acquisition Agent, Real Estate Mgmt.

7/24/17
Date

Payment Approved Paul Sladek, Manager, Real Estate Management Division

7/24/17
Date

Certified Deputy Clerk to the Board
Approved by BCC

Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

REMARKS:

Please do not mail the check. The check is needed ASAP to comply with Compensation Agreement. This request was previously submitted and approved on July 18, 2017 as part of a property closing. It is now being re-submitted because the property closing will not occur until the new Fiscal year and this payment is being made once the check is ready. Please Contact the Acquisition Agent @ 67074 if there are any questions.

JUL 18 2017

Prepared by:

Jennifer Nendza an employee of
First American Title Insurance Company
2233 Lee Road, Suite 110, Winter Park, Florida 32789

Return to: Grantee

File No.: 2021-3823231

Project: Taft-Vineland Road (Orange Blossom Trail to Orange Avenue)
Parcels 160 and 960

WARRANTY DEED

THIS WARRANTY DEED is made this 12/20/17, between

Johnathan N. Omari and Souad Omari, husband and wife

Having an address at: 8929 Crichton Woods Court, Orlando, FL 32819

("Grantor"). and

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

Having a mailing address of: P.O. Box 1393, Orlando, FL 32802

("Grantee"),

Witnesseth, that the said grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, as granted, bargained, sold, remised, released, conveyed and confirmed unto said "grantee", its successors and assigns forever, following described land, situate, lying and being in the County of **Orange**, State of **Florida**, to-wit:

See Attached Exhibit "A"

Parcel Identification Numbers: 03-24-29-7268-01231, 03-24-29-7268-01233, 03-24-29-7268-01236

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

Together, with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2017. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

In Witness Whereof, the Grantor has hereunto set its hand and seal the day and year first above written.

[Signature] [Signature]
Johnathan N. Omari Souad Omari

Signed, sealed and delivered in our presence:

[Signature]
Witness Signature

Print Name: JENNIFER NENDZA

[Signature]
Witness Signature

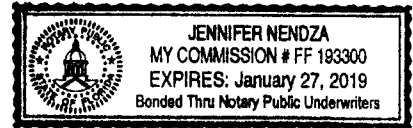
Print Name: Adriana Nuñez

State of Florida
County of Orange

The Foregoing Instrument Was Acknowledged before me on 12/20/17, by
Johnathan N. Omari and Souad Omari, who are personally known to me or have
produced Florida Driver's License as identification.

[Signature]
Notary Public
JENNIFER NENDZA

(Printed Name)
My Commission expires: _____



{Notarial Seal}

LEGAL DESCRIPTION

PARCEL: 160
SCHEDULE "A"
TAFT-VINELAND ROAD
THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION:

EXHIBIT "A"

A PORTION OF LOTS 123 AND 124, BLOCK G, PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, SAID PUBLIC RECORDS, SITUATE IN SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, SAID CORNER BEING MARKED WITH A 6"x6" CONCRETE MONUMENT WITH A BRASS DISK AND NO IDENTIFICATION; THENCE RUN S89°43'19"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 859.48 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN N00°01'27"E, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF TAFT-VINELAND ROAD AS SHOWN THE PLAT TAFT-VINELAND ROAD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGES 141-144, SAID PUBLIC RECORDS; AND THE POINT OF BEGINNING; THENCE S89°43'19"W, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 238.00 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE DEPARTING SAID EXISTING NORTH RIGHT-OF-WAY LINE, RUN N00°01'27"E, ALONG SAID WEST LINE, A DISTANCE OF 57.97 FEET; THENCE DEPARTING SAID WEST LINE, RUN N90°00'00"E, A DISTANCE OF 238.00 FEET TO A POINT ON AFORESAID EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE S00°01'27"W, ALONG SAID EAST LINE, A DISTANCE OF 56.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 13,660 SQUARE FEET OR 0.314 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, BEING S89°43'19"W.
2. REFERENCE TAFT-VINELAND ROAD RIGHT-OF-WAY MAP, ORANGE COUNTY C.I.P. NO. 3037 BY BOWYER-SINGLETON & ASSOCIATES, DATED 03/26/10, WITH A REVISION DATE OF 09/21/12.

THIS IS NOT A BOUNDARY SURVEY.
THIS SKETCH MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 462, FLORIDA ADMINISTRATIVE CODE.

02/16/16
WILLIAM D. CONLEY
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 1381
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32809

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION & LEGEND.

DESIGNED BY: LAT	DATE: 09/18/12	Dewberry 131 WEST KALBY STREET ORLANDO, FLORIDA 32806 PHONE: 321.304.8828 FAX: 407.848.0104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. L8 8011	TAFT-VINELAND ROAD C.I.P. NO. 3037 ORANGE COUNTY, FLORIDA	SECTION: 3
WRITTEN BY: LAT	REV.:			TOWNSHIP: 24S
DRAWN BY: LAT	REV.:			RANGE: 29E
CHECKED BY: WEB	REV.:			DRAWING SCALE: N/A
				SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL: 960
SCHEDULE "A"
TAFT-VINELAND ROAD
THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION:

EXHIBIT "A"

A PORTION OF LOTS 123 AND 124, BLOCK G, PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, SAID PUBLIC RECORDS, SITUATE IN SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, SAID CORNER BEING MARKED WITH A 6"x6" CONCRETE MONUMENT WITH A BRASS DISK AND NO IDENTIFICATION; THENCE RUN S89°43'19"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 859.48 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN N00°01'27"E, ALONG SAID SOUTHERLY EXTENSION AND SAID EAST LINE, A DISTANCE OF 86.82 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"W, A DISTANCE OF 238.00 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE N00°01'27"E, ALONG SAID WEST LINE, A DISTANCE OF 254.10 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF AFORESAID LOT 124; THENCE N89°43'18"E, ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTH 1/2 OF AFORESAID LOT 123, A DISTANCE OF 238.00 FEET TO A POINT ON AFORESAID EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE S00°01'27"W, ALONG SAID EAST LINE, A DISTANCE OF 255.25 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 60,613 SQUARE FEET OR 1.391 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, BEING S89°43'19"W.
2. REFERENCE TAFT-VINELAND ROAD RIGHT-OF-WAY MAP, ORANGE COUNTY C.I.P. NO. 3037 BY BOWYER-SINGLETON & ASSOCIATES, DATED 03/26/10 WITH A REVISION DATE OF 09/21/12.

THIS IS NOT A BOUNDARY SURVEY.
THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN RULE 61B7-050-.052, FLORIDA ADMINISTRATIVE CODE.

WILSON B. D.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 538
520 SOUTH WINDY AVENUE
ORLANDO, FLORIDA 32801

02/16/16

NOT VALID WITHOUT ORIGINAL RAISED SEAL OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION & LEGEND.

DESIGNED BY: LAT	DATE: 09/24/12
WRITTEN BY: LAT	REV:
DRAWN BY: LAT	REV:
CHECKED BY: WEB	REV:

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.364.0828 FAX: 407.940.9104
WWW.DEWBERRY.COM
CERTIFICATION OF AUTHORIZATION NO. LB 0011

TAFT-VINELAND ROAD
C.I.P. NO. 3037
ORANGE COUNTY, FLORIDA

SECTION: 3
TOWNSHIP: 24S
RANGE: 29E
DRAWING SCALE: N/A
SHEET 1 OF 2

JUL 18 2017

~~Project: Taft Vineland Road~~
Limits: Orange Blossom Trail to Orange Avenue
Parcels: 160/960

CONTRACT FOR SALE AND PURCHASE

COUNTY OF ORANGE STATE OF FLORIDA

THIS CONTRACT, made between Johnathan N. Omari and Souad Omari, his wife, hereinafter referred to as SELLER, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as BUYER.

WITNESSETH:

WHEREAS, BUYER requires the land described on Schedule "A" attached hereto "subject property" for the above referenced project and SELLER agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Numbers:

03-24-29-7268-01-231, 03-24-29-7268-01-233 & 03-24-29-7268-01-236

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

1. SELLER agrees to sell and convey said land unto BUYER by Warranty Deed, free and clear of all liens and encumbrances, for the total sum of Two Million, Four Hundred Forty Five Thousand Dollars (\$2,445,000.00).
2. This transaction shall be closed and the deed and other closing papers delivered on or before Ninety (90) days from the effective date of this CONTRACT. Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801, or at a Title Company designated by the BUYER.
3. SELLER agrees that prior to closing, BUYER shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the property. BUYER, through its agents, shall have the right to enter upon the property for the purpose of performing such activities, provided said activities shall not materially damage the property.

Project: Taft-Vineland Road
Limits: Orange Blossom Trail to Orange Avenue
Parcels: 160/960

4. Expenses:

- A. All taxes to the date of closing 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.
- B. BUYER shall pay for recording the deed.
- C. Title insurance shall be paid by BUYER.
- D. Survey shall be paid by BUYER.
- E. Environmental Report shall be paid by BUYER.

5. This CONTRACT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between SELLER and BUYER, made with respect to the matters herein contained, and when duly executed constitute the CONTRACT between SELLER and BUYER. More specifically, the parties hereby agree that the prior agreement between the parties dated February 16, 2017 concerning the same property was never effective and thus is void and shall have no effect whatsoever. No additions, alterations, or variations to the terms of this CONTRACT shall be valid, nor can provisions of this CONTRACT be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.

6. Special clauses:

- A. This CONTRACT is contingent upon delivery by SELLER to BUYER in recordable form all instruments necessary to convey clear title to the property.
- B. This property is being purchased in lieu of eminent domain proceedings.
- C. SELLER and BUYER are entering into a separate Holdover Agreement (attached as Exhibit "C") that becomes effective upon closing to allow SELLER to remain on property thirty (30) days post-closing to relocate SELLER'S business. SELLER agrees to \$500,000 being withheld from purchase price at closing until SELLER vacates premises at the end of thirty (30) days.
- D. BUYER is not obligated to close until the property is cleared of all tenants.
- E. SELLER acknowledges that BUYER will pay The Lamar Company, LLC, \$55,000 for just compensation and The Lamar Company's release of all claims against the County under F.S. §70.20 and other applicable laws for cancellation of the billboard lease and the removal of the outdoor advertising sign from the Subject Property as defined herein.

Project: Taft-Vineland Road
Limits: Orange Blossom Trail to Orange Avenue
Parcels: 160/960

- F. At the closing, SELLER will produce statements from all former tenants acknowledging that their rights of tenancy in the property have been completely terminated. Such statements shall be in form acceptable to the BUYER.
- G. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.
- H. Effective Date: This CONTRACT shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division, as may be appropriate.
- I. Title Commitment: BUYER shall have sixty (60) days after the Effective date, (the "Inspection Period") to determine whether BUYER is willing to accept title to and acquire the property from SELLER. On or before twenty (20) days following the Effective Date of this CONTRACT, BUYER shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to insure BUYER as purchaser of the property in the amount of the purchase price (hereinafter referred to as the "Commitment"), evidencing that marketable fee simple title to the property is currently vested in SELLER free and clear of all liens, encumbrances or other matters of record whatsoever. In the event that BUYER shall determine that any one or more of the "Exceptions" listed as such in the Commitment are unacceptable to BUYER in its sole discretion; BUYER shall notify SELLER of that fact in writing on or before fifteen (15) days following BUYER's receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to BUYER (hereinafter referred to as "Title Defects"), and SELLER may take up to fifteen (15) days to cure or eliminate the Title Defects at SELLER's election and without obligation to incur expense or to initiate legal proceedings. If SELLER is successful in curing or eliminating the Title Defects, the closing hereunder shall take place on the date specified in Paragraph 2 hereof. In the event SELLER is unable or unwilling to cure or eliminate the Title Defects within the 15-day period so provided, BUYER shall either (a) extend the time period for SELLER to cure or eliminate the Title Defects, (b) elect to terminate this CONTRACT on account thereof, (c) elect to close its purchase of the property and accept a conveyance of SELLER's title thereto subject to and notwithstanding the existence of the Title Defects on the date specified in Paragraph 2 hereof, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the Closing Date specified in Paragraph 2 hereof. In the event that BUYER elects to terminate this CONTRACT because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to SELLER on or before the expiration of the Inspection Period described herein, this CONTRACT shall terminate. In the event BUYER elects to proceed on its own to cure or eliminate the Title Defects, SELLER agrees to provide its reasonable cooperation in connection with BUYER's efforts but SELLER shall have no obligation to incur expense or to initiate legal proceedings.

Project: Taft-Vineland Road
Limits: Orange Blossom Trail to Orange Avenue
Parcels: 160/960

- J. Survey. Within sixty (60) days of the Effective Date of this CONTRACT, BUYER may obtain a current boundary survey of the property. The survey shall be certified to BUYER and First American Title Insurance Company and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon BUYER and OWNER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this CONTRACT and legal description of the property set forth on the Survey may be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to BUYER hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to BUYER, in its sole discretion, these shall be treated as Title Defects. BUYER may in its sole discretion, treat these as "Exceptions," as defined herein. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

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

Johnathan N. Omari, SELLER



Souad Omari, SELLER

x 

8929 Crichton Wood Ct.

Post Office Address

Orlando, FL 32819

DATE: 6/10/17

And

Orange County Florida, BUYER

BY: 
Russell L. Corriveau, Its Agent

DATE: 6/26/17

RC/sb 06-01-17

LEGAL DESCRIPTION

PARCEL: 160
SCHEDULE "A"
TAFT-VINELAND ROAD
THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION:

A PORTION OF LOTS 123 AND 124, BLOCK G, PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, SAID PUBLIC RECORDS, SITUATE IN SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, SAID CORNER BEING MARKED WITH A 6"x6" CONCRETE MONUMENT WITH A BRASS DISK AND NO IDENTIFICATION; THENCE RUN S89°43'19"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 859.48 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN N00°01'27"E, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF TAFT-VINELAND ROAD AS SHOWN THE PLAT TAFT-VINELAND ROAD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGES 141-144, SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE S89°43'19"W, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 238.00 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE DEPARTING SAID EXISTING NORTH RIGHT-OF-WAY LINE, RUN N00°01'27"E, ALONG SAID WEST LINE, A DISTANCE OF 57.97 FEET; THENCE DEPARTING SAID WEST LINE, RUN N90°00'00"E, A DISTANCE OF 238.00 FEET TO A POINT ON AFORESAID EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE S00°01'27"W, ALONG SAID EAST LINE, A DISTANCE OF 56.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 13,660 SQUARE FEET OR 0.314 ACRES, MORE OR LESS.

NOTES:


1. BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, BEING S89°43'19"W.
2. REFERENCE TAFT-VINELAND ROAD RIGHT-OF-WAY MAP, ORANGE COUNTY C.I.P. NO. 3037 BY BOWYER-SINGLETON & ASSOCIATES, DATED 03/26/10 WITH A REVISION DATE OF 09/21/12.

THIS IS NOT A BOUNDARY SURVEY.
THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS 10 BULL. 0017-052, FLORIDA ADMINISTRATIVE CODE.

William D. Donley 02/16/16
WILLIAM D. DONLEY
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 5381
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

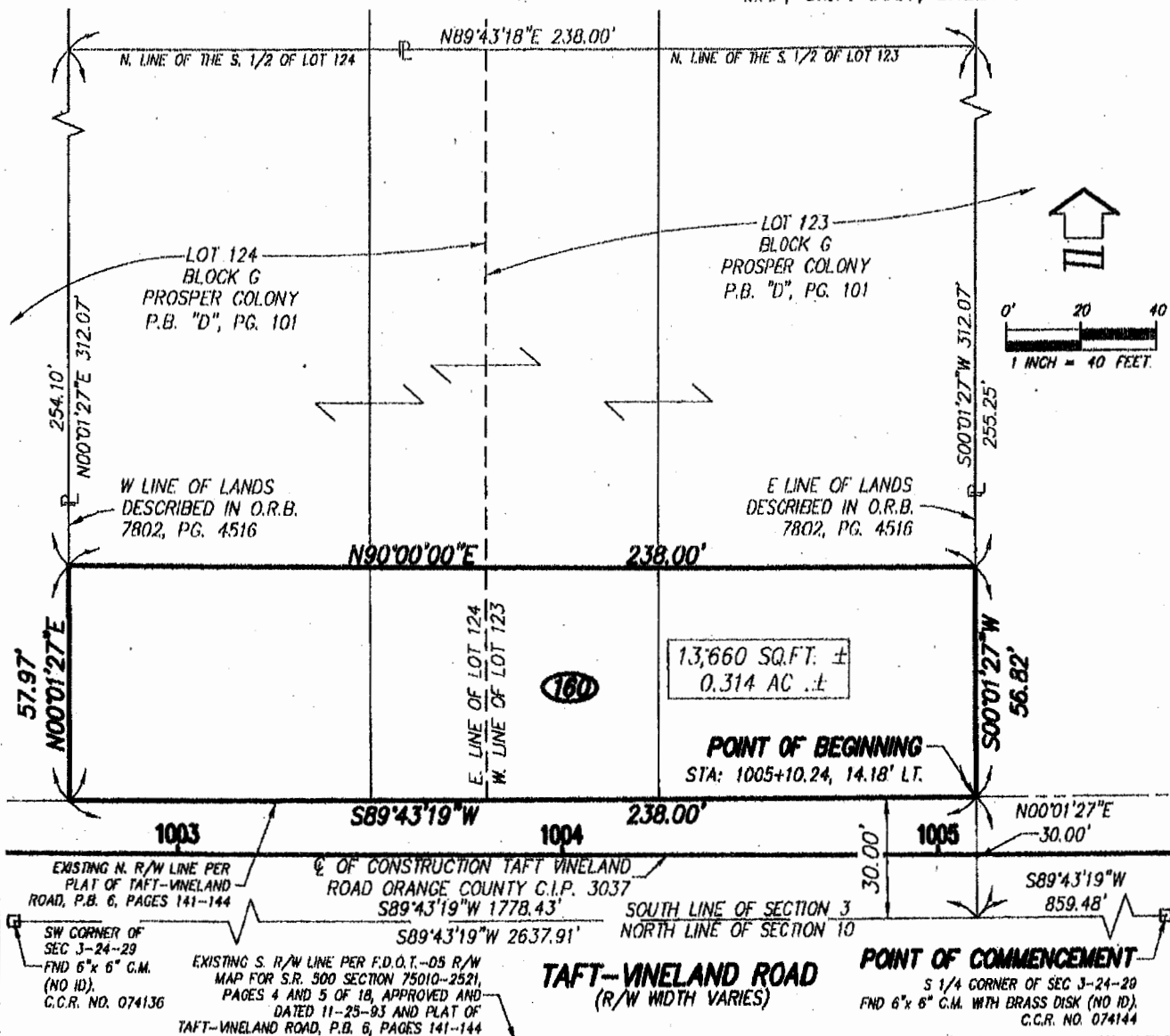
SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION & LEGEND.

DESIGNED BY: LAT	DATE: 09/18/12	 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.8828 FAX: 407.640.0104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	TAFT-VINELAND ROAD C.I.P. NO. 3037 ORANGE COUNTY, FLORIDA	SECTION: 3
WRITTEN BY: LAT	REV.:			TOWNSHIP: 24S
DRAWN BY: LAT	REV.:			RANGE: 29E
CHECKED BY: WEB	REV.:			DRAWING SCALE: N/A
				SHEET 1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 160
SCHEDULE "A"
TAFT-VINELAND ROAD
THIS IS NOT A BOUNDARY SURVEY

SEE TAFT-VINELAND ROAD R/W
MAP, C.I.P. 3037, SHEET 7



SEE SHEET 1 OF 2 FOR PARCEL DESCRIPTION AND NOTES.

DESIGNED BY: LAT
WRITTEN BY: LAT
DRAWN BY: LAT
CHECKED BY: WEB

DATE: 09/18/12
REV.:
REV.:
REV.:

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32808
PHONE: 321.384.8826 FAX: 407.848.0104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

TAFT-VINELAND ROAD
C.I.P. NO. 3037
ORANGE COUNTY, FLORIDA

SECTION: 3
TOWNSHIP: 24S
RANGE: 29E
DRAWING SCALE:
1"=40'
SHEET 2 OF 2

LEGAL DESCRIPTION

PARCEL: 960
SCHEDULE "A"
TAFT-VINELAND ROAD
THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION:

A PORTION OF LOTS 123 AND 124, BLOCK G, PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, SAID PUBLIC RECORDS, SITUATE IN SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, SAID CORNER BEING MARKED WITH A 6"x6" CONCRETE MONUMENT WITH A BRASS DISK AND NO IDENTIFICATION; THENCE RUN S89°43'19"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 859.48 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN N00°01'27"E, ALONG SAID SOUTHERLY EXTENSION AND SAID EAST LINE, A DISTANCE OF 86.82 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"W, A DISTANCE OF 238.00 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE N00°01'27"E, ALONG SAID WEST LINE, A DISTANCE OF 254.10 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF AFORESAID LOT 124; THENCE N89°43'18"E, ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTH 1/2 OF AFORESAID LOT 123, A DISTANCE OF 238.00 FEET TO A POINT ON AFORESAID EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE S00°01'27"W, ALONG SAID EAST LINE, A DISTANCE OF 255.25 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 60,613 SQUARE FEET OR 1.391 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, BEING S89°43'19"W.
2. REFERENCE TAFT-VINELAND ROAD RIGHT-OF-WAY MAP, ORANGE COUNTY C.I.P. NO. 3037 BY BOWYER-SINGLETON & ASSOCIATES, DATED 03/26/10 WITH A REVISION DATE OF 09/21/12.

THIS IS NOT A BOUNDARY SURVEY.
THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5417.050-.052, FLORIDA ADMINISTRATIVE CODE.

02/16/16
WILLIAM D. DOWBERRY
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 5381
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION & LEGEND.

DESIGNED BY:	LAT	DATE:	09/24/12
WRITTEN BY:	LAT	REV.:	
DRAWN BY:	LAT	REV.:	
CHECKED BY:	WEB	REV.:	

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.364.9828 FAX: 407.848.0104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

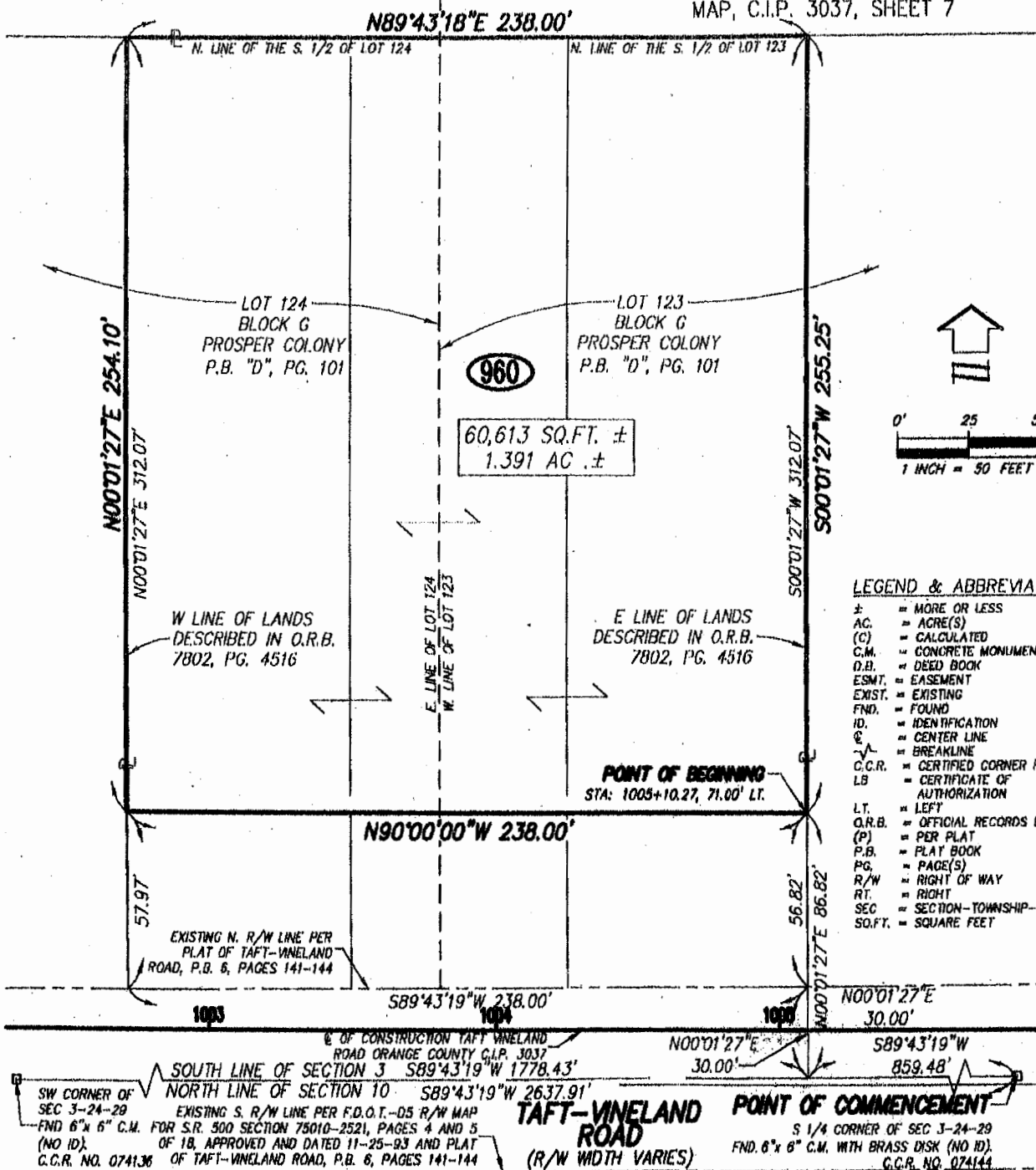
TAFT-VINELAND ROAD
C.I.P. NO. 3037
ORANGE COUNTY, FLORIDA

SECTION:	3
TOWNSHIP:	24S
RANGE:	29E
DRAWING SCALE:	N/A
SHEET	1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 960
SCHEDULE "A"
TAFT-VINELAND ROAD
THIS IS NOT A BOUNDARY SURVEY

SEE TAFT-VINELAND ROAD R/W
MAP, C.I.P. 3037, SHEET 7



SEE SHEET 1 OF 2 FOR PARCEL DESCRIPTION AND NOTES.

DESIGNED BY: LAT
WRITTEN BY: LAT
DRAWN BY: LAT
CHECKED BY: WEB

DATE: 09/24/12
REV.:
REV.:
REV.:

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.364.8826 FAX: 407.848.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 0011

TAFT-VINELAND ROAD
C.I.P. NO. 3037
ORANGE COUNTY, FLORIDA

SECTION: 3
TOWNSHIP: 24S
RANGE: 29E
DRAWING SCALE:
1"=50'
SHEET 2 OF 2

Exhibit "B"

DUE DILIGENCE CONTINGENCY

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

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

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

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

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

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

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

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the property which Orange County deems to require further evaluation, then, this purchase agreement is automatically extended an additional ninety (90) days for further testing. If the environmental survey or testing results are unacceptable to Orange County, then, this purchase agreement shall be terminated upon notice to SELLER of such unacceptability with no party to this purchase agreement having any further liability to any other.

JUL 18 2017

Project: Taft-Vineland Road

Limits: Orange Blossom Trail to Orange Avenue

Parcels: 160/960

HOLDOVER AGREEMENT

This Agreement, entered into this 10th day of June, 2017, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter "County") and Johnathan N. Omari and Souad Omari, Husband and wife, (hereinafter "Seller").

WHEREAS, the parties have entered into a Contract for Sale and Purchase of the property legally described on Exhibit "A" attached hereto (hereinafter "Premises"), which is improved with four commercial buildings or structures. The property, the buildings or structures and any related improvements thereon including, without limitation, fixtures and appliances, subject to all matters of record, shall be collectively referred to hereinafter as the "Premises"; and

WHEREAS, the Premises are presently occupied by Seller (hereinafter "Occupant") as a primary occupant; and

WHEREAS, County must acquire the Premises for the purposes of road and drainage improvements; and

WHEREAS, contingent upon the closing of the above-referenced Contract for Sale and Purchase (hereinafter referred to as the "Effective Date"), County and Occupant hereby agree that, subject to the terms and conditions of this Agreement, Occupant shall have the right to continue to occupy the Premises for a period not to exceed thirty (30) days from the Effective Date. Seller agrees to allow Buyer to withhold the amount of \$500,000 from closing until such time as the property has been vacated by the Seller.

NOW, THEREFORE, in consideration of the sum of one dollar each to the other paid, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Term.** The term of this Agreement shall commence on the Effective Date and shall extend for a maximum term of Thirty (30) days (the "Term") from the Effective Date unless earlier terminated in accordance with the terms and conditions of this Agreement. Provided however, Occupant may terminate this Agreement at any time during the Term by providing County with thirty (30) days' advance written notice.

Project: Taft-Vineland Road

Limits: Orange Blossom Trail to Orange Avenue

Parcels: 160/960

3. **Rent.** Occupant shall have no obligation to pay rent to County during the Term, provided that they fully comply with all terms and obligations herein. Occupant shall be solely responsible for the payment of any charges or expenses that may arise or be imposed due to the occupancy of the Premises, it being the intent of this Agreement that County incur no expenses whatsoever due to or arising from Occupant's holdover occupancy of the Premises. Any sums of money that may become due from Occupant to County during the Term shall be payable immediately upon written demand from County. If payment of any monetary obligation is not made within ten (10) days after demand by County, then such payment shall be subject to a late charge of eighteen percent (18%) per annum until received in full.

4. **Expenses.** Occupant shall be responsible for all upkeep, maintenance, repair, utilities, personal property taxes, if any, and any and all other costs or expenses related to their occupancy of the Premises. Occupant covenants and agrees that they are responsible for the repair and/or reimbursement to County for any costs incurred by County for the repair of any damage done to the Premises or any portion of the Premises.

5. **No Waste.** Occupant shall not do or commit anything to be done in or about the Premises which will in any way diminish the value of the property or interfere with the right or use of the County nor shall Seller or occupant allow the Premises to be used for any unlawful or objectionable purposes. Occupant shall not commit or allow to be committed any waste upon the Premises or any nuisance, public or private, or any other act of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance on the Premises. Occupant shall keep the Premises in good condition and repair, and shall ensure that all fixtures on the Premises remain on the Premises and are turned over to County at the end of the Term unless otherwise agreed to herein (less and except those items set forth in Special Clause 6 (E) of the Contract for Sale and Purchase). Occupant shall be responsible for reimbursing County for the value of any fixtures that are not on the Premises at the end of the Term, except for those items listed in Special Clause 6 (E) in the Contract for Sale and Purchase).

6. **Insurance, Indemnification and Safety.** Occupant has sole responsibility for insuring its personal property and assets and agrees to waive any and all claims against County for damages or destruction of its personal property and assets, howsoever caused, during the term of this Agreement.

Seller and Occupant shall procure and maintain for the duration of this Agreement, liability insurance without deductibles with limits no less than \$500,000.00 per occurrence, naming Orange County as an additional insured. ***Prior to closing, Occupant shall provide the County with a current certificate of insurance with a thirty (30) day prior written notice of cancellation or reduction in coverage.***

In consideration of this Agreement, Occupant shall, and does hereby agree to waive any and all claims including but not limited to bodily injury and property damage against the County, and to defend, indemnify, save and hold harmless the County from and against any and all claims, suits, actions, damages, judgments, liabilities and expenses in connection with bodily or

Project: Taft-Vineland Road

Limits: Orange Blossom Trail to Orange Avenue

Parcels: 160/960

personal injury or property damage occurring on or arising from or out of Occupant's use or holdover occupancy of the Premises.

The Occupant shall take all reasonable precautions for the safety of, and will provide all reasonable protection to prevent damage, injury or loss to:

1. All guests, invitees and other occupants on the premises and all other persons who may be affected thereby;
2. All property, materials and equipment, under the care, custody or control of the Occupant; and
3. Other property at or surrounding the Premises, including trees, shrubs, lawns, walks, pavements and roadways.

In an emergency affecting the safety of persons or property, the Occupant will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

7. **Effective Date.** This Agreement will become effective upon the closing of the Contract for Sale and Purchase and the conveyance of the Premises described herein to Orange County free and clear of all liens and encumbrances.

This Agreement is subject to approval by the Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division as may be appropriate.

8. **Termination.** Unless terminated earlier in accordance with the provisions herein, this Agreement shall terminate automatically thirty (30) days from the effective date. In the event Occupant vacates the Premises prior to the termination date, this Agreement shall automatically terminate. Occupant shall notify County in writing ten (10) days in advance of vacating the Premises. Upon receipt of written notification, County personnel will contact Occupant to schedule an interior/exterior inspection of the Premises to determine its condition and to assure that all permanent fixtures are in place. On the day of vacation of the Premises, Occupant shall notify the County and make arrangements to provide the County with all keys to the Premises.

In the event Occupant is in breach of any covenant of this Agreement, then County, in addition to all other remedies available, may terminate this Agreement and initiate eviction proceedings.

In the event Occupant remains in possession after the Term, County shall commence eviction proceedings and Occupant shall be responsible for all costs and expenses incurred by County in pursuing said proceedings.

Project: Taft-Vineland Road
Limits: Orange Blossom Trail to Orange Avenue
Parcels: 160/960

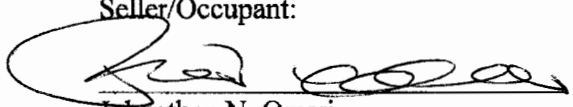
9. **Assignment.** This Agreement is personal to the parties hereto and confers no property rights to Occupant. Occupant shall not assign this Agreement or any interest therein nor otherwise in any manner convey, or attempt to convey, transfer or encumber this Agreement. Occupant shall not permit the Premises to be occupied for a period longer than a temporary visit by anyone except the individual(s) with whom this Agreement is made, their spouses and their children.

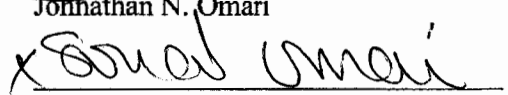
10. **Maintenance of Premises.** County makes no representations or warranties whatsoever as to the condition of any improvements upon the Premises and accepts no responsibility whatsoever therefore. Occupants shall maintain the Premises in good and safe condition and shall be responsible to County for any damage to the interior or exterior of the Premises, except that which is due to normal wear and tear.

11. **Notices.** All written notices shall be sent to Real Estate Management Division, 400 East South Street, 5th Floor, Orlando, Florida 32801, Attention: Russell Corriveau, Senior Acquisition Agent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

Seller/Occupant:


Johnathan N. Omari


Souad Omari

8929 Orlington Woods Ct.
Post Office Address

Orlando, FL 32819

Witness

Printed Name

Witness

Printed Name

Orange County, Florida

BY: 

Russell Corriveau, Its Agent

RC/sb 06-01-17

LEGAL DESCRIPTION

PARCEL: 160

EXHIBIT "A"

TAFT-VINELAND ROAD

THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION:

A PORTION OF LOTS 123 AND 124, BLOCK G, PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, SAID PUBLIC RECORDS, SITUATE IN SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, SAID CORNER BEING MARKED WITH A 6"x6" CONCRETE MONUMENT WITH A BRASS DISK AND NO IDENTIFICATION; THENCE RUN S89°43'19"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 859.48 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN N00°01'27"E, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF TAFT-VINELAND ROAD AS SHOWN THE PLAT TAFT-VINELAND ROAD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGES 141-144, SAID PUBLIC RECORDS; AND THE POINT OF BEGINNING; THENCE S89°43'19"W, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 238.00 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE DEPARTING SAID EXISTING NORTH RIGHT-OF-WAY LINE, RUN N00°01'27"E, ALONG SAID WEST LINE, A DISTANCE OF 57.97 FEET; THENCE DEPARTING SAID WEST LINE, RUN N90°00'00"E, A DISTANCE OF 238.00 FEET TO A POINT ON AFORESAID EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE S00°01'27"W, ALONG SAID EAST LINE, A DISTANCE OF 56.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 13,660 SQUARE FEET OR 0.314 ACRES, MORE OR LESS.

NOTES:


1. BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, BEING S89°43'19"W.
2. REFERENCE TAFT-VINELAND ROAD RIGHT-OF-WAY MAP, ORANGE COUNTY C.I.P. NO. 3037 BY BOWYER-SINGLETON & ASSOCIATES, DATED 03/26/10 WITH A REVISION DATE OF 09/21/12.

THIS IS NOT A BOUNDARY SURVEY.
THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 61G7-22.00-252, FLORIDA ADMINISTRATIVE CODE.

William D. Conley 02/16/16
WILLIAM D. CONLEY
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 5381
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32809

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION & LEGEND.

DESIGNED BY: LAT	DATE: 09/18/12	 <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	SECTION: 3
WRITTEN BY: LAT	REV.:		TOWNSHIP: 24S
DRAWN BY: LAT	REV.:		RANGE: 29E
CHECKED BY: WEB	REV.:		DRAWING SCALE: N/A
			SHEET 1 OF 2

TAFT-VINELAND ROAD
C.I.P. NO. 3037
ORANGE COUNTY, FLORIDA

Drawing name: S:\S65 Taft Vineland Road\FROM DELAND 03-2010\DWG-Land\DT\S65-JI_sursketch_160_021216.dwg PARCEL 160 SI Feb 16, 2016 2:28pm by: mephilips

SKETCH OF DESCRIPTION

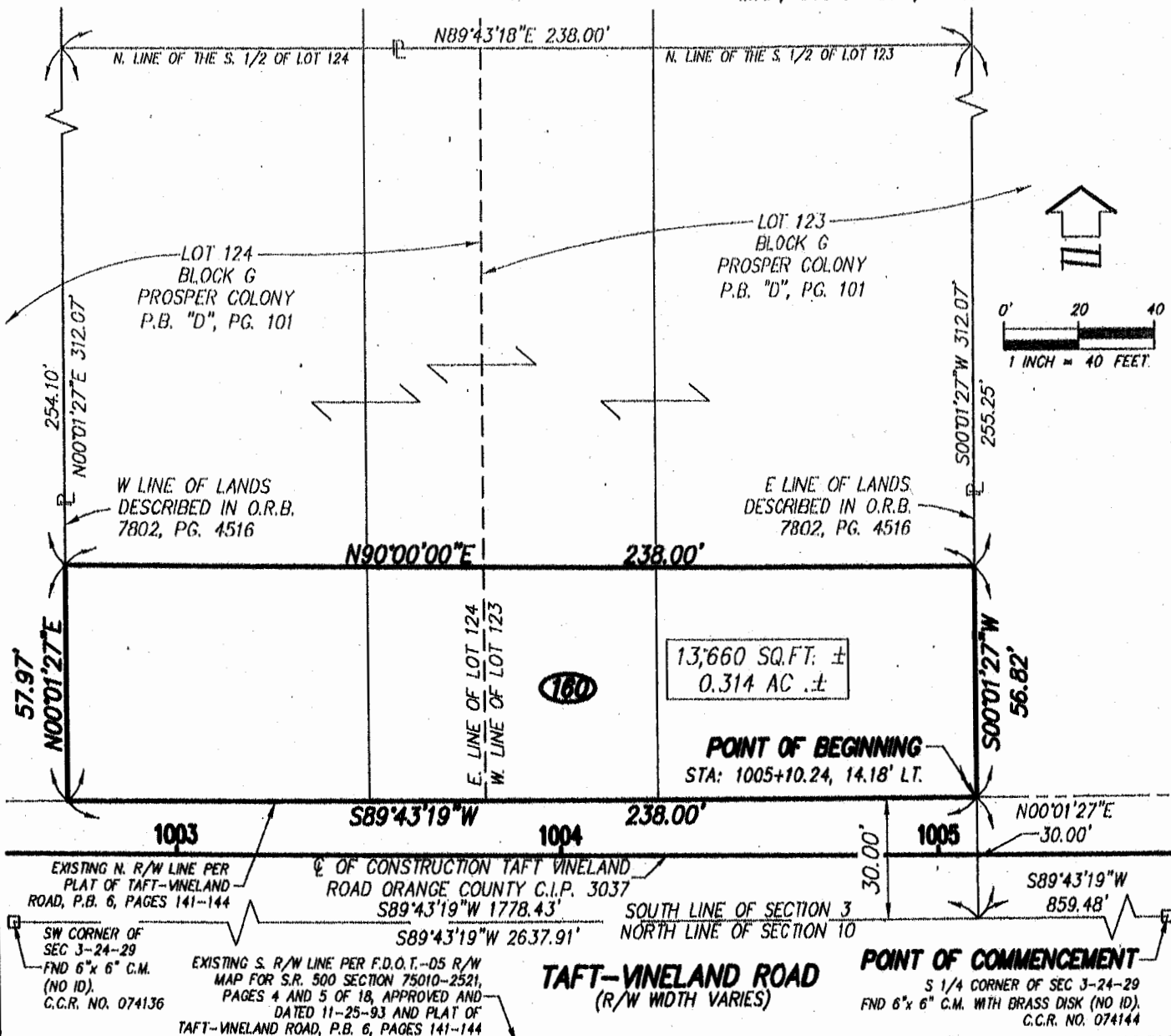
PARCEL: 160

EXHIBIT "A"

TAFT-VINELAND ROAD

THIS IS NOT A BOUNDARY SURVEY

SEE TAFT-VINELAND ROAD R/W
MAP, C.I.P. 3037, SHEET 7



SEE SHEET 1 OF 2 FOR PARCEL DESCRIPTION AND NOTES.

DESIGNED BY: LAT
DATE: 09/18/12
WRITTEN BY: LAT
REV.:
DRAWN BY: LAT
REV.:
CHECKED BY: WEB
REV.:

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32808
PHONE: 321.354.8828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

TAFT-VINELAND ROAD
C.I.P. NO. 3037
ORANGE COUNTY, FLORIDA

SECTION: 3
TOWNSHIP: 24S
RANGE: 29E
DRAWING SCALE:
1"=40'
SHEET 2 OF 2

LEGAL DESCRIPTION

PARCEL: 960

EXHIBIT "A"

TAFT-VINELAND ROAD

THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION:

A PORTION OF LOTS 123 AND 124, BLOCK G, PROSPER COLONY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, SAID PUBLIC RECORDS, SITUATE IN SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, SAID CORNER BEING MARKED WITH A 6"x6" CONCRETE MONUMENT WITH A BRASS DISK AND NO IDENTIFICATION; THENCE RUN S89°43'19"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 859.48 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN N00°01'27"E, ALONG SAID SOUTHERLY EXTENSION AND SAID EAST LINE, A DISTANCE OF 86.82 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"W, A DISTANCE OF 238.00 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE N00°01'27"E, ALONG SAID WEST LINE, A DISTANCE OF 254.10 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF AFORESAID LOT 124; THENCE N89°43'18"E, ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTH 1/2 OF AFORESAID LOT 123, A DISTANCE OF 238.00 FEET TO A POINT ON AFORESAID EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7802, PAGE 4516; THENCE S00°01'27"W, ALONG SAID EAST LINE, A DISTANCE OF 255.25 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 60,613 SQUARE FEET OR 1.391 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON WERE DERIVED FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 29 EAST, BEING S89°43'19"W.
2. REFERENCE TAFT-VINELAND ROAD RIGHT-OF-WAY MAP, ORANGE COUNTY C.I.P. NO. 3037 BY BOWYER-SINGLETON & ASSOCIATES, DATED 03/26/10 WITH A REVISION DATE OF 09/21/12.

THIS IS NOT A BOUNDARY SURVEY.
THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN RULE 5917.050-.052, FLORIDA ADMINISTRATIVE CODE.

02/16/16
WILLIAM D. DOWBERRY
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 5381
520 SOUTH MACON AVE
ORLANDO, FLORIDA 32801

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION & LEGEND.

DESIGNED BY: LAT	DATE: 09/24/12
WRITTEN BY: LAT	REV.:
DRAWN BY: LAT	REV.:
CHECKED BY: WEB	REV.:

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.364.8828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

TAFT-VINELAND ROAD
C.I.P. NO. 3037
ORANGE COUNTY, FLORIDA

SECTION: 3
TOWNSHIP: 24S
RANGE: 29E
DRAWING SCALE: N/A
SHEET 1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 960

EXHIBIT "A"

TAFT-VINELAND ROAD

THIS IS NOT A BOUNDARY SURVEY

SEE TAFT-VINELAND ROAD R/W
MAP, C.I.P. 3037, SHEET 7

N89°43'18"E 238.00'

N. LINE OF THE S. 1/2 OF LOT 124

N. LINE OF THE S. 1/2 OF LOT 123

N00°01'27"E 254.10'

N00°01'27"E 312.07'

W LINE OF LANDS
DESCRIBED IN O.R.B.
7802, PG. 4516

EXISTING N. R/W LINE PER
PLAT OF TAFT-VINELAND
ROAD, P.B. 6, PAGES 141-144

1003

N90°00'00"W 238.00'

S89°43'19"W 238.00'

E. OF CONSTRUCTION TAFT VINELAND
ROAD ORANGE COUNTY C.I.P. 3037

SOUTH LINE OF SECTION 3 S89°43'19"W 1778.43'

NORTH LINE OF SECTION 10 S89°43'19"W 2637.91'

SW CORNER OF
SEC 3-24-29
FND 6"x 6" C.M. FOR S.R. 500 SECTION 75010-2521, PAGES 4 AND 5
(NO ID).
OF 18, APPROVED AND DATED 11-25-93 AND PLAT
C.C.R. NO. 074136 OF TAFT-VINELAND ROAD, P.B. 6, PAGES 141-144

**TAFT-VINELAND
ROAD**
(R/W WIDTH VARIES)

POINT OF COMMENCEMENT
S 1/4 CORNER OF SEC 3-24-29
FND 6"x 6" C.M. WITH BRASS DISK (NO ID).
C.C.R. NO. 074144

60,613 SQ.FT. ±
1.391 AC. ±

960

LOT 124
BLOCK G
PROSPER COLONY
P.B. "D", PG. 101

LOT 123
BLOCK G
PROSPER COLONY
P.B. "D", PG. 101

E. LINE OF LOT 124
W. LINE OF LOT 123

E LINE OF LANDS
DESCRIBED IN O.R.B.
7802, PG. 4516

POINT OF BEGINNING
STA: 1005+10.27, 71.00' LT.

S00°01'27"W 312.07'

S00°01'27"W 255.25'

56.82'

56.82'

N00°01'27"E 30.00'

S89°43'19"W 859.48'



0' 25' 50'
1 INCH = 50 FEET

LEGEND & ABBREVIATIONS

- ± = MORE OR LESS
- AC. = ACRE(S)
- (C) = CALCULATED
- C.M. = CONCRETE MONUMENT
- D.B. = DEED BOOK
- ESMT. = EASEMENT
- EXIST. = EXISTING
- FND. = FOUND
- ID. = IDENTIFICATION
- CL = CENTER LINE
- BL = BREAKLINE
- C.C.R. = CERTIFIED CORNER RECORD
- LB = CERTIFICATE OF AUTHORIZATION
- LT. = LEFT
- O.R.B. = OFFICIAL RECORDS BOOK
- (P) = PER PLAT
- P.B. = PLAT BOOK
- PG. = PAGE(S)
- R/W = RIGHT OF WAY
- RT. = RIGHT
- SEC. = SECTION-TOWNSHIP-RANGE
- SQ.FT. = SQUARE FEET

SEE SHEET 1 OF 2 FOR PARCEL DESCRIPTION AND NOTES.

DESIGNED BY: LAT	DATE: 09/24/12
WRITTEN BY: LAT	REV.:
DRAWN BY: LAT	REV.:
CHECKED BY: WEB	REV.:

Dewberry

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TAFT-VINELAND ROAD
C.I.P. NO. 3037
ORANGE COUNTY, FLORIDA

SECTION: 3
TOWNSHIP: 24S
RANGE: 29E
DRAWING SCALE: 1"=50'
SHEET 2 OF 2

Drawing name: S:\965 Taft Vineland Road\FROM DELAND 03-2010\DWG-Land\DT 565-JI_sursketch_960_021216.dwg PARCEL 960 SZ Feb 16, 2015 2:30pm by: mphillips

JUL 18 2017

Project: Taft-Vineland Road

Limits: Orange Blossom Trail to Orange Avenue

Parcels: 160/960

COMPENSATION AND RELEASE AGREEMENT

THIS COMPENSATION AND RELEASE AGREEMENT ("Agreement"), made between THE LAMAR COMPANY, LLC, a Louisiana limited liability company, (hereinafter referred to as "Lamar"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, County requires Parcels 160 and 960 owned by Johnathan N. Omari and Souad Omari, his wife, (collectively, the "Property Owners") which are designated by Property Appraiser Parcel ID numbers 03-24-29-7268-01-231, 03-24-29-7268-01-233 and 03-24-29-7268-01-236 (the "Property") for its Taft-Vineland Road Project from Orange Blossom Trail to Orange Avenue,

WHEREAS, Lamar, as successor to Beach Outdoor Company, Inc., had a lease with Property Owners on the Property for the purpose of erecting, maintaining, operating and removing outdoor advertising structures ("ODA") which terminated on March 31, 2017 (the "Lease").

WHEREAS, pursuant to Florida Statute §70.20 and other applicable law, Lamar is entitled to be paid just compensation for its ODA by County.

1. Recitals. The recitals set forth above are incorporated by reference herein and made a part of this Agreement as if set for herein verbatim.
2. Termination of Lease. Lamar hereby acknowledges the prior termination of the Lease.
3. Payment for ODA and Removal of ODA. The parties agree that County shall pay to Lamar as and for just compensation for the ODA (the removal of the ODA was completed prior to date of this Agreement), the total sum of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000) to be paid in one lump sum at the Closing.
4. Closing. Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida 32801, or at another location mutually agreeable to the parties. Lamar is not required to attend the closing in person, and any and all documents and/or payments may be provided to Lamar via mail to Lamar's attorney, Julie Landrigan Ball, Esquire, Hardin & Ball, P.A., P.O. Box 3604, Lakeland, FL

Project: Taft-Vineland Road
Limits: Orange Blossom Trail to Orange Avenue
Parcels: 160/960

33802. The completion of the actions and payments set forth above shall be referred to collectively as the "Closing."

5. Entire Agreement, Modifications. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore made between Lamar and County, with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between Lamar and County. No additions, alterations, or variations to the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed by both parties.

6. Special clauses:

A. Effective Date: This Agreement shall become effective on the date which both Lamar and County have executed this Agreement and it is approved by the Orange County Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division as may be appropriate.

B. Time of the Essence: Lamar and County acknowledge that time is of the essence with respect to all obligations under this Agreement.

C. No Closing Contingency: In the event the Closing between the Property Owners and Orange County does not occur within sixty (60) days of this Agreement's Effective Date, this Agreement between Orange County and Lamar shall be null and void, and Lamar shall be entitled to pursue the full amount of any alleged claims under Florida Statute §70.20. Nothing herein shall serve to waive and/or release any of Lamar's claims under Florida Statute §70.20, except receipt of full payment of the agreed amount of FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) within sixty (60) days of the Execution Date of this Agreement.

7. Mutual Releases; Survival. Effective as of the Closing, each of Lamar and County, for itself and its respective partners, representatives, servants, employees, agents, insurance carriers, shareholders, directors, officers, successors and assigns and all affiliates of each of the foregoing (as such, a "Releasor Party"), hereby releases and forever discharges the other party and its respective partners, representatives, servants, employees, agents, insurance carriers, shareholders, directors, officers, successors, and assigns of the foregoing (as such, a "Released Party") from any and all debts, claims, demands, damages, losses, liabilities, rights, actions, causes of action and expenses of any kind whatsoever, which any Releasor Party ever had, now has or may hereafter have against any Released Party in any manner arising out of or relating to the Lease, including without limitation claims arising under Florida Statute §70.20. This obligation of the respective parties under this Paragraph 7 shall survive the Closing.

8. Governing Law, Jurisdiction, Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Florida, without regard to conflict of laws principles. Jurisdiction for any disputes concerning this Agreement shall be in the Circuit

Project: Taft-Vineland Road

Limits: Orange Blossom Trail to Orange Avenue

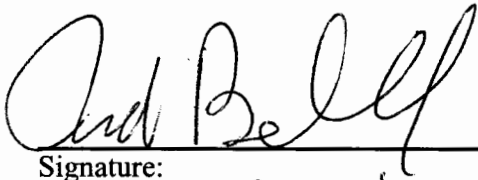
Parcels: 160/960

Court in and for the Ninth Judicial Circuit, Orange County, Florida.


9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

Witnesses:


Signature:

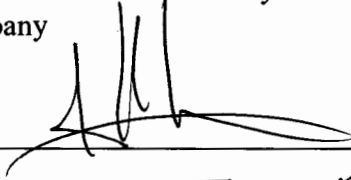
Richard Bohne
Printed Name


Signature:

Amie Leggett
Printed Name

LAMAR:

THE LAMAR COMPANY, LLC,
a Louisiana limited liability
company

BY: 

Printed Name: Tim Maskus

Its: VP/GM

DATE: 6.14.17

COUNTY:

ORANGE COUNTY, FLORIDA

BY: 

Printed Name: Russell L. Corriveau

DATE: 6/26/17

Scott McHenry/sb 06-07-17

**ORANGE COUNTY
CERTIFICATION OF VALUATION**

PROJECT: Taft-Vineland Road Improvement Project

PARCEL: 960

I hereby certify:

That I have personally inspected the property herein appraised and that I have afforded the property owner the opportunity to accompany us at the time of inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That the purpose of this appraisal is to estimate the market value of the property and/or property rights to be acquired.

That I understand that such appraisal is to be used in connection with the acquisition of real property by Orange County.

That I have not provided any appraisal-related services or any other services involving this property within the three-year period immediately preceding acceptance of this assignment.

That such appraisal has been made in conformity with the appropriate state laws, regulations, and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consist of items, which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report were in any way contingent upon the values reported herein.

That I have no direct or indirect, present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the results of such appraisal to other than the proper officials of Orange County 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.

That my opinion of the current market value of the property appraised as of the 25th day of September, 2016, is \$1,367,000 based upon my independent appraisal and the exercise of my professional judgment.

Statements supplemental to this certification as required by membership in the Appraisal Institute are described on an addendum to this certificate and, by reference, are made a part hereof.

That my opinion of market value may be allocated as follows:

Land Area: 1.391 Acres (Fee Simple Acquisition)

Land plus Bonus Value	\$ <u>1,233,900</u>
Improvements & FF&E	\$ <u>133,100</u>
Damages and/or Cost-To-Cure	\$ <u>0</u>
TOTAL	\$ <u>1,367,000</u>



October 4, 2016

C. Lee Lobban, MAI Date
State Certified General Real Estate Appraiser, RZ1844

100 CERTIFICATE OF VALUATION ADDENDUM

(As Required by Membership in the Appraisal Institute)

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

- that the competency provision requirements of the Uniform Standards of Professional Appraisal Practice have been met. The appraiser has over 28 years of experience, appraising all types of properties in Central Florida and has appraised enough parcels of this type, to fulfill the competency provision of the Uniform Standards of Professional Appraisal Practice.
- that my analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics, the Standards of Professional Practice of the Appraisal Institute;
- that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- that, as of the date of this report, I, C. Lee Lobban, MAI, have completed the requirements of the continuing education program of the Appraisal Institute;
- that I, C. Lee Lobban (RZ1844), am a State Certified General Appraiser by the State of Florida, and have made a personal inspection of the property that is the subject of this report and that the following provided professional assistance to the person signing this report.

Robert Broome: Furniture, fixture and equipment appraiser who provided the replacement cost, market value, and salvage value of the movable and immovable FF & E. Mr. Broome is principal of Gulf Atlantic Consulting, Inc.

William Richardi: General contractor who provided replacement cost estimates for the off-premise outdoor advertising sign on the property.

Project: Taft-Vineland Road
Limits: Orange Blossom Trail to Orange Avenue
Parcel: 160/960

 XX Pre-Condemnation
 Post-Condemnation

SETTLEMENT ANALYSIS

County's Appraised Value

Land:

Parcel 160 13,678 S.F. (1st appraisal) \$ 445,700

Parcel 960 1.391 Acres (1st appraisal) \$1,367,000

Total Appraisal Value (1st Appraisal) \$1,812,700

Total Appraisal Value (2nd Appraisal) \$2,042,500

Incentive Offer \$1,927,600

Owner's Offer

Parcel \$3,000,000

Appraiser's Fees \$-0-

Attorney's Fees \$-0-

Total: Owner's Offer \$3,000,000

Potential Costs if Condemned:

Owner's Probable Testimony for
Taking, Damages & Costs to Cure: **\$3,000,000**

Additional Fees and Costs:

Appraisal Update Costs \$ 35,000.00

Attorney's Fees \$ 99,000.00

Other Costs \$ 50,000.00

Additional County Fees and Costs \$ 200,000.00

Total of Additional Fees & Costs \$ 384,000.00

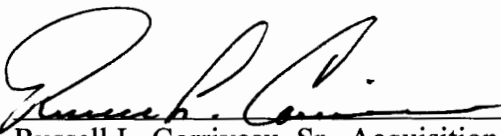
Total Potential Costs if Condemned: \$3,384,000

Recommended Settlement Amount \$2,445,000

Project: Taft-Vineland Road
Limits: Orange Blossom Trail to Orange Avenue
Parcel: 160/960

EXPLANATION OF RECOMMENDED SETTLEMENT

The subject parcels result in a total take required for the improvement and widening of Taft-Vineland Road, from Orange Blossom Trail to Orange Avenue. The subject property is improved with multiple automotive repair and sales facilities located along the north side of Taft-Vineland Road, east of Orange Blossom Trail. Parcel 160 contains 13,678 square feet and will be utilized as road right-of-way. Parcel 960 contains 1.391 acres and will be utilized as a retention pond. The subject property was formerly improved with a single side billboard (Outdoor Advertising Sign, ODA) which is owned by The Lamar Company (Lamar). The owner had Lamar remove the sign based on our proposed purchase. An incentive offer was made in the amount of \$1,927,600, but the owner rejected this offer quickly and countered at \$3,000,000. The owner explained that he thought this was fair since he did not have an attorney and he would have to pay taxes on the sale to the County in addition to satisfying his mortgage in the amount of \$800,000. He also complained about losing his business. He said that did not leave him much in order to relocate and start his business all over again. I made several counter offers in the amounts of \$2,000,000, \$2,100,000 and \$2,200,000, all were declined by owner. He told me not to make any more offers less than \$2,500,000. He said he was prepared to hire an attorney and go to court, but wanted to settle the matter by standard purchase. The highest comparable sales in the area support the \$2,500,000 purchase price. After negotiations were completed, the attorney for Lamar wrote to me requesting compensation in the amount of \$85,500 under the eminent domain statute (F.S. 70.20). Upon further negotiations, Lamar agreed to accept \$55,000 for the sign removal, which is a savings of \$30,500. The owner has agreed to accept \$2,445,000 in order to compensate Lamar for the sign reimbursement in the amount of \$55,000. I recommend and request approval in the amount of \$2,445,000.

Recommended by  Date 6/15/17
Russell L. Corriveau, Sr., Acquisition Agent, Real Estate Management Division

Approved by:  Date 6-16-17
Mary Ann Keller, Assistant Manager, Real Estate Management Division

Approved by:  Date 6-26-17
Ann Caswell, Manager, Real Estate Management Division

Approved by: Next page Date _____
Elaine Asad, Senior Assistant County Attorney


Approved by: Next page Date _____
Raymond Williams, Manager, Public Works Engineering

Project: Taft-Vineland Road
Limits: Orange Blossom Trail to Orange Avenue
Parcel: 160/960

EXPLANATION OF RECOMMENDED SETTLEMENT

The subject parcels result in a total take required for the improvement and widening of Taft-Vineland Road, from Orange Blossom Trail to Orange Avenue. The subject property is improved with multiple automotive repair and sales facilities located along the north side of Taft-Vineland Road, east of Orange Blossom Trail. Parcel 160 contains 13,678 square feet and will be utilized as road right-of-way. Parcel 960 contains 1.391 acres and will be utilized as a retention pond. The subject property was formerly improved with a single side billboard (Outdoor Advertising Sign, ODA) which is owned by The Lamar Company (Lamar). The owner had Lamar remove the sign based on our proposed purchase. An incentive offer was made in the amount of \$1,927,600, but the owner rejected this offer quickly and countered at \$3,000,000. The owner explained that he thought this was fair since he did not have an attorney and he would have to pay taxes on the sale to the County in addition to satisfying his mortgage in the amount of \$800,000. He also complained about losing his business. He said that did not leave him much in order to relocate and start his business all over again. I made several counter offers in the amounts of \$2,000,000, \$2,100,000 and \$2,200,000, all were declined by owner. He told me not to make any more offers less than \$2,500,000. He said he was prepared to hire an attorney and go to court, but wanted to settle the matter by standard purchase. The highest comparable sales in the area support the \$2,500,000 purchase price. After negotiations were completed, the attorney for Lamar wrote to me requesting compensation in the amount of \$85,500 under the eminent domain statute (F.S. 70.20). Upon further negotiations, Lamar agreed to accept \$55,000 for the sign removal, which is a savings of \$30,500. The owner has agreed to accept \$2,445,000 in order to compensate Lamar for the sign reimbursement in the amount of \$55,000. I recommend and request approval in the amount of \$2,445,000.

Recommended by



Date 6/15/17

Russell L. Corriveau, Sr., Acquisition Agent, Real Estate Management Division

Approved by:



Date 6-16-17

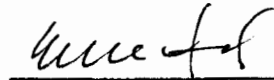
Mary Ann Keller, Assistant Manager, Real Estate Management Division

Approved by:

Ann Caswell, Manager, Real Estate Management Division

Date _____

Approved by:



Date 6-22-17

Elaine Asad, Senior Assistant County Attorney

Approved by:

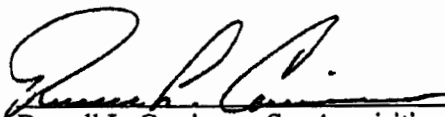
Raymond Williams, Manager, Public Works Engineering

Date _____

Project: Taft-Vineland Road
Limits: Orange Blossom Trail to Orange Avenue
Parcel: 160/960

EXPLANATION OF RECOMMENDED SETTLEMENT

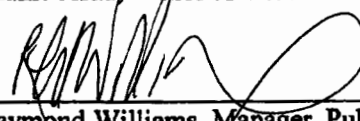
The subject parcels result in a total take required for the improvement and widening of Taft-Vineland Road, from Orange Blossom Trail to Orange Avenue. The subject property is improved with multiple automotive repair and sales facilities located along the north side of Taft-Vineland Road, east of Orange Blossom Trail. Parcel 160 contains 13,678 square feet and will be utilized as road right-of-way. Parcel 960 contains 1.391 acres and will be utilized as a retention pond. The subject property was formerly improved with a single side billboard (Outdoor Advertising Sign, ODA) which is owned by The Lamar Company (Lamar). The owner had Lamar remove the sign based on our proposed purchase. An incentive offer was made in the amount of \$1,927,600, but the owner rejected this offer quickly and countered at \$3,000,000. The owner explained that he thought this was fair since he did not have an attorney and he would have to pay taxes on the sale to the County in addition to satisfying his mortgage in the amount of \$800,000. He also complained about losing his business. He said that did not leave him much in order to relocate and start his business all over again. I made several counter offers in the amounts of \$2,000,000, \$2,100,000 and \$2,200,000, all were declined by owner. He told me not to make any more offers less than \$2,500,000. He said he was prepared to hire an attorney and go to court, but wanted to settle the matter by standard purchase. The highest comparable sales in the area support the \$2,500,000 purchase price. After negotiations were completed, the attorney for Lamar wrote to me requesting compensation in the amount of \$85,500 under the eminent domain statute (F.S. 70.20). Upon further negotiations, Lamar agreed to accept \$55,000 for the sign removal, which is a savings of \$30,500. The owner has agreed to accept \$2,445,000 in order to compensate Lamar for the sign reimbursement in the amount of \$55,000. I recommend and request approval in the amount of \$2,445,000.

Recommended by  Date 6/15/17
Russell L. Corriveau, Sr., Acquisition Agent, Real Estate Management Division

Approved by:  Date 6-16-17
Mary Ann Keller, Assistant Manager, Real Estate Management Division

Approved by: _____ Date _____
Ann Caswell, Manager, Real Estate Management Division

Approved by:  Date 6-22-17
Elaine Asad, Senior Assistant County Attorney

Approved by:  Date 6/26/17
Raymond Williams, Manager, Public Works Engineering