



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 7

DATE: October 25, 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 *RLC*
Real Estate Management Division

**CONTACT
PERSON:** Paul Sladek, Manager

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

**ACTIONS
REQUESTED:** APPROVAL OF CONTRACT FOR SALE AND PURCHASE AND
WARRANTY DEED FROM 183 CENTER, INC. TO ORANGE
COUNTY, AND AUTHORIZATION TO DISBURSE FUNDS TO PAY
PURCHASE PRICE AND CLOSING COSTS AND PERFORM ALL
ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Pump Station No. 3291 (International Cove)

District 6

PURPOSE: To provide for access, construction, operation, and maintenance of utility
facilities.

ITEMS: Contract for Sale and Purchase (Parcel 101)

Warranty Deed (Instrument 101.1)
Cost: \$21,200
Size: 509.5 square feet

BUDGET: Account No.: 4420-038-1502-78-6110

FUNDS: \$22,032.40 Payable to First American Title Insurance Company
(purchase price and closing costs)

APPROVALS: Real Estate Management Division
Utilities Department
Risk Management Division

REMARKS: The parent parcel is presently operated as a dinner theatre restaurant (Pirates Cove), and the existing pump station at this location has aged and is in need of upgrades. Parcel 101 is being acquired to facilitate the upgrading and the expansion of the existing pump station. Orange County Utilities (OCU) will construct improvements to the pump station which will include a split face block wall in accordance with County Standards and Construction Specifications. The wall will be constructed with the edge of the footer at the property line. The wall will be offset approximately one foot from the boundary. The owner has agreed to sell at appraised value; provided that the owner is permitted to paint the exterior surface of the wall to match the theme of their attraction. Additionally, OCU has agreed to work with the owner to relocate the power transformer in order to expand the pump station.

Grantor to pay documentary stamp tax and pro-rated taxes.

REQUEST FOR FUNDS FOR LAND ACQUISITION

 X Under BCC Approval

 Under Ordinance Approval

Date: October 23, 2017

Amount: \$22,032.40

Project: Pump Station No. 3291 (International Cove)

Parcel: 101

Charge to Account #4420-038-1502-78-6110

Controlling Agency Approval

Date

Fiscal Approval

Date

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

 X Not Applicable

District #6

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

First American Title Insurance Company

\$21,200.00 Purchase Price

\$832.40 Closing Costs

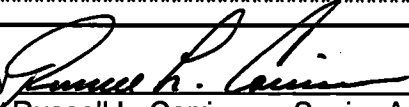
\$22,032.40 Total

DOCUMENTATION ATTACHED (Check appropriate block{s})

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

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

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

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

10/23/17
 Date

Payment Approved 
 Paul Sladek, Manager, Real Estate Management Division

10/25/17
 Date

Certified 
 Approved by BCC for Deputy Clerk to the Board

NOV 14 2017
 Date

Examined/Approved _____
 Comptroller/Government Grants

Check No. / Date

REMARKS:

This parcel may close within 30 days of approval by the Board of County Commissioner's. Please Contact the Acquisition Agent @ 67074 if there are any questions.

APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
NOV 14 2017

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: October 23, 2017

Amount: \$22,032.40

Project: Pump Station No. 3291 (International Cove)

Parcel: 101

Charge to Account #4420-038-1502-78-6110

Controlling Agency Approval

Date

Fiscal Approval

Date

10/30/17

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condemnation

Post-Condemnation

X Not Applicable

District #6

X Acquisition at Approved Appraisal

Acquisition at Below Approved Appraisal

Acquisition at Above Approved Appraisal

Advance Payment Requested

First American Title Insurance Company

\$21,200.00 Purchase Price

\$832.40 Closing Costs

\$22,032.40 Total

DOCUMENTATION ATTACHED (Check appropriate block(s))

X Contract

Copy of Executed Instruments

X Certificate of Value

X Settlement Analysis

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

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

Recommended by

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

Date

10/23/17

Payment Approved

Paul Sladek, Manager, Real Estate Management Division

Date

10/25/17

Certified

Approved by BCC Deputy Clerk to the Board

Date

Examined/Approved

Comptroller/Government Grants

Check No. / Date

REMARKS:

This parcel may close within 30 days of approval by the Board of County Commissioner's. Please Contact the Acquisition Agent @ 67074 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 14 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.: 2021-3896094

Project: Pump Station No. 3291 (International Cove)
Parcel: 101

WARRANTY DEED

This indenture made on JUNE 5, 2018 A.D., by

183 Center, Inc., a Florida corporation

whose address is: **6400 Carrier Drive, Orlando, FL 32819**

hereinafter called the "grantor", to

ORANGE COUNTY, a charter county and political subdivision of the State of Florida

whose address is: **P.O. Box 1393, Orlando, FL 32802**

hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Orange County, Florida**, to-wit:

Please see attached Schedule "A"

Parcel Identification Number: 25-23-28-3853-00151

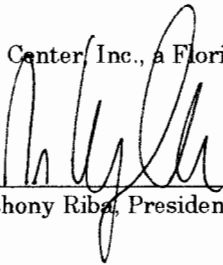
Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2017.

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

183 Center, Inc., a Florida corporation


Anthony Riba, President

Signed, sealed and delivered in our presence:


Witness Signature

Print Name:

Wendy Anderson

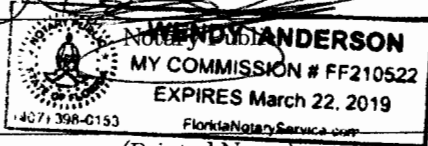

Witness Signature

Print Name:

Jessica Viera

State of FLORIDA
County of ORANGE

The Foregoing Instrument Was Acknowledged before me on June 5, 2018 by Anthony Riba, as President of 183 Center, Inc., a Florida corporation who is/are personally known to me or who has/have produced a valid driver's license as identification.



(Printed Name)

My Commission expires: _____

{Notarial Seal}

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 101
ESTATE: Fee Simple
PURPOSE: Utility

Legal Description

A parcel of land, being a portion of Lot 18 of International Cove according to the plat thereof recorded in Plat Book 12 at Page 18 of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Lot 18; thence run southeast along a curve being the north line of said Lot 18 and the south right-of-way line of Carrier Drive (width varies) with a radius of 848.28 feet, a central angle of 02°01'35", a chord bearing South 83°19'30" East and a chord distance of 30.00 feet, an arc distance of 30.00 feet; thence departing said north line, South 00°19'11" West, a distance of 17.00 feet; thence North 83°19'30" West, a distance of 30.00 feet to the west line of said Lot 18; thence along said west line North 00°19'11" East, a distance of 17.00 feet to the Point of Beginning.

The above described parcel of land lies in Orange County, Florida and contains 509.5 square feet or 0.012 acres, more or less

Surveyor's Notes:

- 1) This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm. Instruments of record depicted hereon are as denoted on First American Title Insurance Company Commitment for Title Insurance, file number 2037-3242340/14.00153, dated September 25, 2014.
- 3) Bearings shown hereon are relative to the Florida State Plane Coordinate System, East Zone (0901), North American Datum of 1983/2007 Adjustment, with East line of LOT 18, International Cove, as recorded in Plat Book 12, Page 18 & 19 of the public records of Orange County, Florida as being S 00°34'55" W.

4) Certified to: Orange County

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

THIS IS NOT A SURVEY

PROJECT TITLE:
Orange County Utility Department
Legal Description and Sketch
Pump Station No. 3291

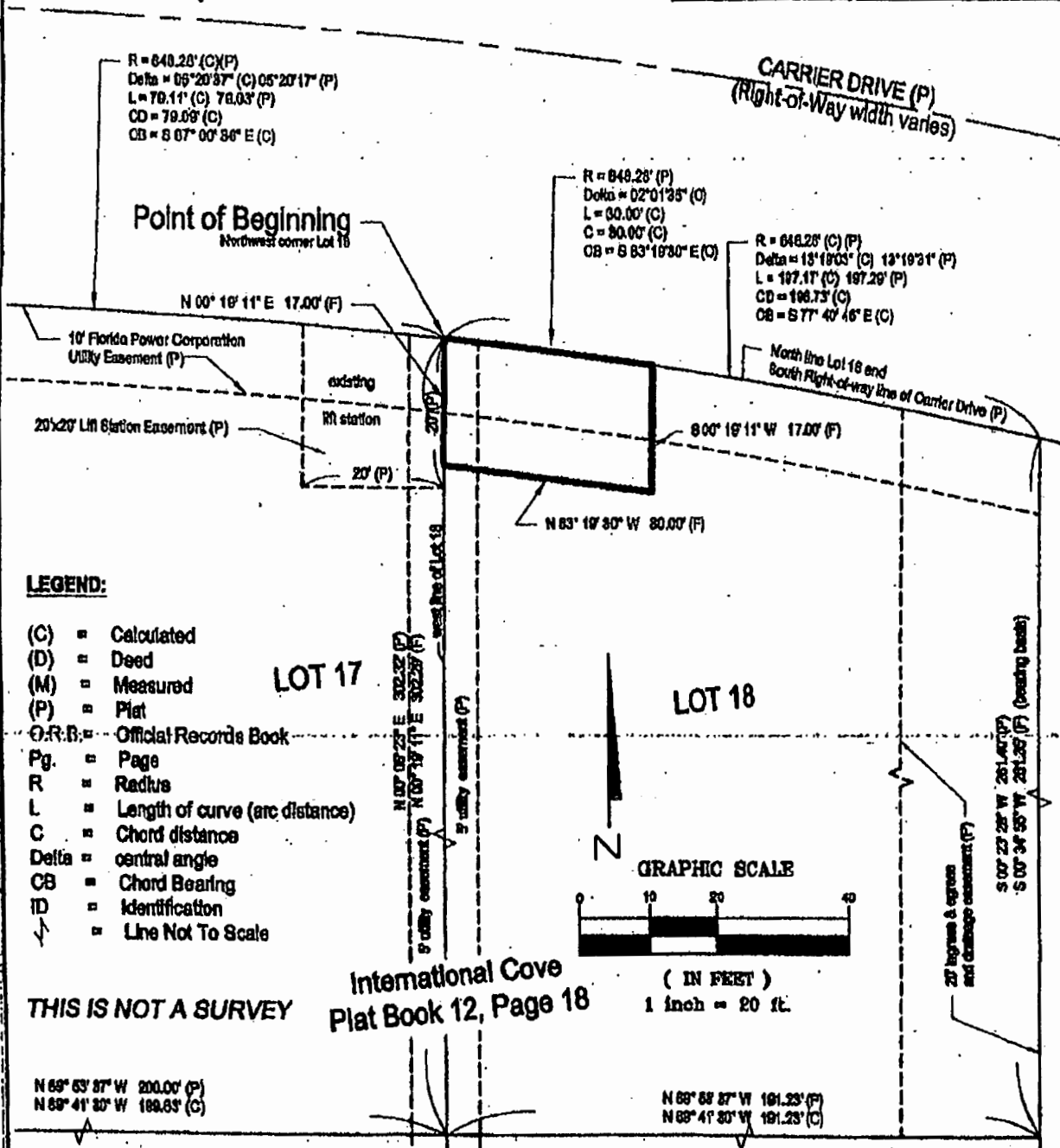


AMEC Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 822-7570
Fax: (407) 822-7576

Certificate of Authorization Number LB-0007932

REVISIONS			
DATE	BY	DESCRIPTION	
07/24/2016	P.W.	updated parcel # and purpose	
DRAWN BY: P.W.		CHKD BY: R.M.J.	
DATE: Feb 02/2016		DATE: Feb 02/2016	
JOB No.	SCALE:	SHT.	
637A.1A.0002	N/A	1 OF 2	
DRAWING NAME: 0002 OCU P3291 - Ext 1.dwg			

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 101
ESTATE: Fee Simple
PURPOSE: Utility



PROJECT TITLE:

**Orange County Utility Department
Legal Description and Sketch
Pump Station No. 3291**

AMEC Environment & Infrastructure, Inc.

76 Eng Anoml Statist Bul 200

Orlando, FL 32801 USA

Phone: (407) 522-7570

FMF (407) 622-7578

Certificate of Authorization Number LB-0007932

REVISION

DATE	BY	DESCRIPTION
1/24/2016	PALM	revised account and balance

DRAWN BY P.E.W.

DATE: Feb 02/2013

CHOD. 177

DATE: Feb 12 1961

FOR Ho.

6574.18.0005

SCALE:

NA

84.

of

DRAWING NAME: 0862 OOU P88291 - 6x11.dwg

NOV 14 2017

Project: Pump Station No. 3291 (International Cove)
Parcel: 101

CONTRACT FOR SALE AND PURCHASE

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS CONTRACT, made between 183 Center, Inc., a Florida corporation 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 for the above referenced project and SELLER agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Number:

25-23-28-3853-00-151

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 Twenty-One Thousand, Two Hundred Dollars (\$21,200.00).
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: Pump Station No. 3291 (International Cove)
Parcel: 101

4. Expenses:
 - A. All taxes to the date of closing shall be paid by SELLER at closing.
 - B. Documentary stamp tax shall be paid by SELLER. BUYER shall pay for recording the Warranty Deed.
 - C. Title insurance is to be paid by BUYER.
 - D. Survey is to 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. No additions, alterations, or variations to the terms of this CONTRACT shall be valid, nor can provisions of this CONTRACT be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.
6. Special clauses:
 - A. This CONTRACT is contingent upon delivery by SELLER to BUYER in recordable form all instruments necessary to convey clear title to the property.
 - B. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership.
 - C. SELLER will surrender possession of the property at time of closing.
 - D. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.
 - E. Effective Date: This CONTRACT shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners.
 - F. The SELLER (operator of Pirates Cove Dinner Theater) will be permitted to paint the exterior surface of the pump station wall to match the theme of their attraction.

- G. BUYER will coordinate the relocation of the Duke Energy transformer with the SELLER and with Duke Energy. BUYER will pay for the relocation of the transformer.
- H. BUYER shall have ninety (90) days after the Effective date, (the "Inspection Period") to determine whether BUYER is willing to accept title to and acquire the property from SELLER. On or before twenty (20) days following the Effective Date of this CONTRACT (the date the CONTRACT is approved by the Board of County Commissioners and/or the Manager/Assistant Manager of Orange County Real Estate Management Division), BUYER may, at its sole cost and expense, obtain a current commitment for title insurance (ALTA form B, 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 twenty (20) 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.
- I. Survey: Within sixty (60) days of the Effective Date of this AGREEMENT, BUYER may obtain a current boundary survey of the property. The survey shall be certified to BUYER and 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

Project: Pump Station No. 3291 (International Cove)
Parcel: 101

Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon BUYER and SELLER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this AGREEMENT and legal description of the property set forth on the Survey shall 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.

183 Center, Inc., a Florida corporation, SELLER

Post Office Address

By:

Printed Name

Title:

Date:

And

Orange County, Florida, BUYER

By:

Russell L. Corriveau, Its Agent

Date:

This instrument prepared by:
Russ Corriveau, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

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.

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 101
ESTATE: Fee Simple
PURPOSE: Utility

Legal Description

A parcel of land, being a portion of Lot 18 of International Cove according to the plat thereof recorded in Plat Book 12 at Page 18 of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Lot 18; thence run southeast along a curve being the north line of said Lot 18 and the south right-of-way line of Carrier Drive (width varies) with a radius of 848.28 feet, a central angle of 02°01'35", a chord bearing South 83°19'30" East and a chord distance of 30.00 feet, an arc distance of 30.00 feet; thence departing said north line, South 00°19'11" West, a distance of 17.00 feet; thence North 83°19'30" West, a distance of 30.00 feet to the west line of said Lot 18; thence along said west line North 00°19'11" East, a distance of 17.00 feet to the Point of Beginning.

The above described parcel of land lies in Orange County, Florida and contains 509.5 square feet or 0.012 acres, more or less

Surveyor's Notes:

- 1) This Legal Description and Sketch is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm. Instruments of record depicted hereon are as denoted on First American Title Insurance Company Commitment for Title Insurance, file number 2037-3242340/14.00153, dated September 25, 2014.
- 3) Bearings shown hereon are relative to the Florida State Plane Coordinate System, East Zone (0901), North American Datum of 1983/2007 Adjustment, with East line of LOT 18, International Cove, as recorded in Plat Book 12, Page 18 & 19 of the public records of Orange County, Florida as being S 00°34'55" W.
- 4) Certified to: Orange County

ROBERT M. JONES
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE No. 154201

THIS IS NOT A SURVEY

PROJECT TITLE: Orange County Utility Department
Legal Description and Sketch
Pump Station No. 3291



AMEC Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570
Fax: (407) 622-7576

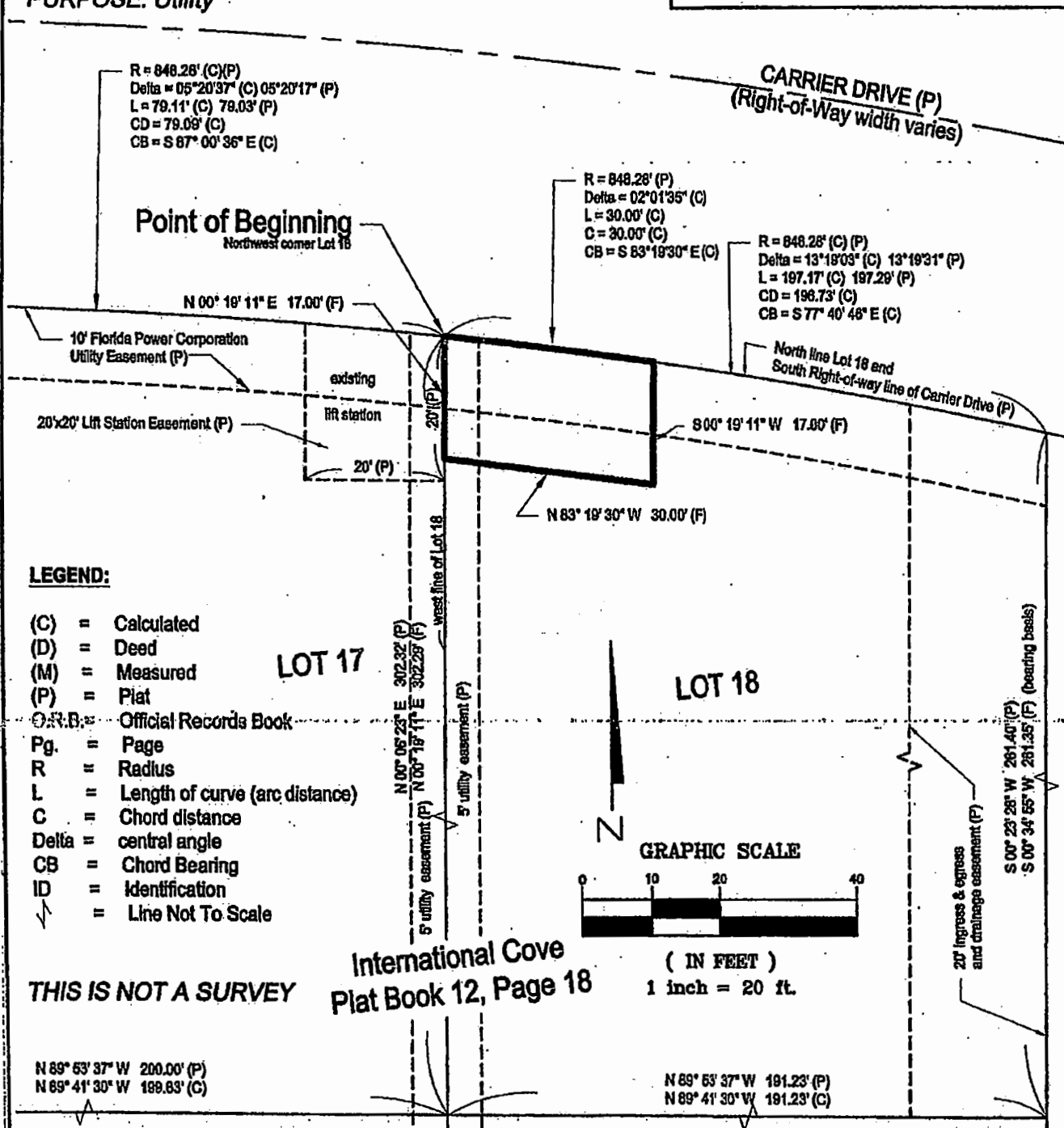
Certificate of Authorization Number LB-0007932

REVISIONS		
DATE	BY	DESCRIPTION
07/24/2015	P.E.W.	revised parcel # and purpose

DRAWN BY: P.E.W.	CHKD. BY: R.M.J.
DATE: Febr02/2015	DATE: Febr02/2015
JOB No. 6374.13.0882	SCALE: N/A
	SHT. 1 OF 2

DRAWING NAME: 0682 OCU PS3291 - Bx11.dwg

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 101
ESTATE: Fee Simple
PURPOSE: Utility



PROJECT TITLE:

**Orange County Utility Department
Legal Description and Sketch
Pump Station No. 3291**



AMEC Environment & Infrastructure, Inc.

**75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570
Fax: (407) 522-7576**

Certificate of Authorization Number LB-0007632

REVISONS		
DATE	BY	DESCRIPTION
07/24/2015	P.E.W.	revised parcel # and purpose

DRAWN BY: <u>P.E.W.</u>	CHECKED BY: <u>R.M.J.</u>
DATE: <u>Febr/02/2015</u>	DATE: <u>Febr/02/2015</u>

JOB No. 6374.13.0662	SCALE: <u>N/A</u>	SHT. <u>2</u> OF <u>2</u>
-------------------------	----------------------	------------------------------

DRAWING NAME: 0662 OCU P63291 - 8x11.dwg
--

10 CERTIFICATE OF VALUE

AGENT'S COPY

Project: Pump Station 3291 (International Cove)
 County: Orange
 Parcel No.: 101

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

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

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 21st day of October, 2015, is:


TWENTY-ONE THOUSAND TWO HUNDRED DOLLARS

Market value should be allocated as follows:

LAND	\$ 15,300
IMPROVEMENTS	\$ 3,400
NET DAMAGES &/OR	
COST TO CURE	\$ 2,500
TOTAL	\$ 21,200

LAND AREA: (Ac/SF)	509.5 SF
Land Use (HABU as vacant):	Commercial

November 4, 2015
 DATE


 DAVID K. HALL, ASA
 State-Certified General Appraiser #RZ131

ADDENDUM TO CERTIFICATE

- I hereby certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct. This report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, and the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.
- The American Society of Appraisers has a mandatory re-certification program for all of its Senior Members. Mr. Hall is in compliance with that program.
- The following individual provided significant professional assistance to the undersigned real estate appraiser.
- Craig S. Adams, State-Certified General Appraiser No. RZ665. Mr. Adams assisted the appraiser in field inspections of the subject and comparable properties, collection and analysis of comparable sales and rentals, data verification, valuation analysis and report writing.
- AMEC Environment & Infrastructure, Inc. furnished a Legal Description and Sketch of Description for Parcel 101.
- Robert M. Jones, Florida Professional Surveyor and Mapper, License No. LS4201 provided the survey for the proposed acquisition area.

Project: Pump Station No. 3291 (International Cove)
Parcel No.: 101
Name of Owner(s): 183 Center, Inc.
Page No.: 1

SETTLEMENT ANALYSIS

☒ Pre-Condernnation
☒ Not Under Threat

County's Appraised Value

Land: 509.5 s.f.	\$ 15,300.00
Improvements: Plywood decorative screenwall, irrigation, valve boxes, spotlights, electric wiring, Palm tree and sod	\$ 3,400.00
Cost-to-Cure: Re-establishing decorative screenwall, irrigation, lighting and hedge around transformer	\$2,500.00

Total Appraisal Value	<u>\$21,200.00</u>
------------------------------	---------------------------

Owner's Requested Amount—After Negotiations

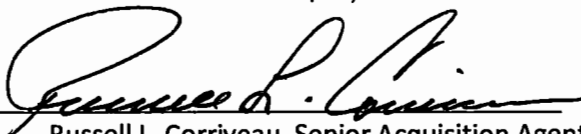
Parcel Amount:	\$21,200.00
Expert Fees: N/A	\$N/A
Attorney Fees: N/A	\$N/A
Other Damages: N/A	\$N/A
Total Owner's Requested Amount—After Negotiations:	<u>\$21,200.00</u>
Recommended Settlement Amount	<u>\$21,200.00</u>

Project: Pump Station No. 3291 (International Cove)
Parcel No.: 101
Name of Owner(s): 183 Center, Inc.
Page No.: 2


EXPLANATION OF RECOMMENDED SETTLEMENT

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

The subject property is located at 6400 Carrier Drive, Orlando, Florida. The owner operates a dinner theatre theme restaurant (Pirates Cove). Parcel 101 contains 509.5 square feet and is being acquired to enlarge the existing pump station known as #3291. An offer of \$21,200 was made based on the appraised value. The owner agreed to sell the property to the County if they would be allowed to paint the exterior surface of the wall to match the theme of their attraction, as it is now. Orange County Utilities agreed to this condition as it has no effect on the pump station exterior wall. Based on this agreement, the owner agreed to sell Parcel 101 for the appraised offer of \$21,200. I approve and recommend this settlement in the amount of \$21,200.

Recommended by:  Date: 10/25/17
Russell L. Corriveau, Senior Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Robert K Babcock Date: 10/25/17
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by:  Date: 10/26/17
Paul Sladek, Manager, Real Estate Mgmt. Division

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. 183 Center, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 6400 Carrier Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Orlando, FL 32819	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>59</td><td>-</td><td>1983</td><td>238</td><td colspan="5"></td></tr></table>	Social security number													-					or									Employer identification number									59	-	1983	238					
Social security number																																														
				-																																										
or																																														
Employer identification number																																														
59	-	1983	238																																											

Part II Certification Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here Signature of U.S. person ▶	Date ▶ 08/14/2017

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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