




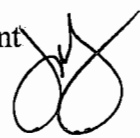
Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: December 27, 2018

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

THROUGH: Paul Sladek, Manager 
Real Estate Management Division

FROM: Veronica M. Garcia, Senior Acquisition Agent 
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval of Contract for Sale and Purchase and Special Warranty Deed between Yoganand Ganeshram, as Trustee of N Powers Dr, Orlando, FL 32818 Land Trust dated July 25th, 2017 and Orange County, delegation of authority to the Real Estate Division Manager to make elections under, waive contingencies in, terminate, and furnish notices under the Contract, and authorization to disburse funds to pay purchase price and perform all actions necessary and incidental to closing

PROJECT: Lake Star, Powers Drive Flooding

District 2

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

ITEMS: Contract for Sale and Purchase

Special Warranty Deed
Cost: \$45,000
Size: 15.41 acres

BUDGET: Account No.: 1002-072-2906-6110

FUNDS: \$45,000.00 Payable to First American Title Insurance Company
(purchase price)

APPROVALS: Real Estate Management Division
Roads and Drainage Division

REMARKS: The property is generally located in the northeast quadrant of Silver Star Road and North Powers Drive, and constitutes the majority of Lake Star. The Roads and Drainage Division has requested that this property be acquired to allow for the construction of drainage improvements to alleviate flooding in the area. Closing is contingent on seller successfully completing a quiet title action to clear title issues related to a tax deed in the chain of title.

Grantor to pay all closing costs, including title premiums, recording fees, and documentary stamp tax, and prorated taxes.

Prepared by
Jennifer Langdon, an employee of
First American Title Insurance Company
2301 Maitland Center Parkway, Suite 450
Maitland, Florida 32751
(407)691-5200

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JAN 15 2019

Return to: Grantee

File No.: 2021-4513946
Silver Star Terrace Parcel 101

SPECIAL WARRANTY DEED

State of Florida

County of Orange

THIS SPECIAL WARRANTY DEED is made this 11/4/2019, between

Yoganand Ganeshram, as Trustee of N Powers Dr., Orlando FL 32818 Land Trust dated July 25th 2017

having a mailing address of: 10324 Henbury Street, Orlando, FL 32832
("Grantor"). and

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

having a mailing address of: 400 E. South Street, Orlando, FL 32801
("Grantee"),

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

Please See Attached Exhibit "A"

Tax Parcel Identification Number: **13-22-28-8058-00050**

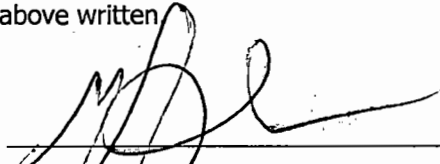
SUBJECT, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any.

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

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

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to **2019**. 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 their hand(s) and seal(s) the day and year first above written



Yoganand Ganeshram, individually and as Trustee of N
Powers Dr., Orlando FL 32818 Land Trust dated July
25th 2017

Signed, sealed and delivered in our presence:

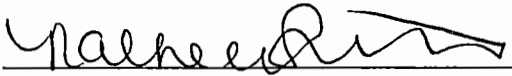
Witness Signature

Print Name: _____


JENNIFER LANGDON

Witness Signature

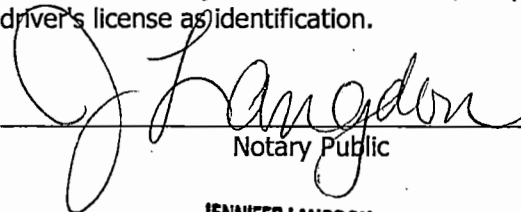
Print Name: _____


Rachelle Scott

State of **FL**

County of **Orange**

The Foregoing Instrument Was Acknowledged before me on November 4, 2019, by **Yoganand Ganeshram, individually and as Trustee of N Powers Dr., Orlando FL 32818 Land Trust dated July 25th 2017** who is/are personally known to me or who has/have produced a valid driver's license as identification.

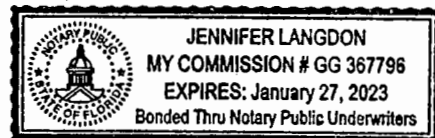


Notary Public

JENNIFER LANGDON

(Printed Name)

My Commission expires: _____



{Notarial Seal}

Exhibit "A"

LEGAL DESCRIPTION:

SILVER STAR TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK W, PAGE 133, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING:

LESS: THE EAST 155' OF LOT 28; THE EAST 150' OF LOTS 29 THROUGH 35, OF SAID PLAT; LESS BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, OF SAID PLAT; THENCE RUN NORTH 473.22', TO THE NORTHWEST CORNER OF LOT 9, OF SAID PLAT; THENCE RUN EAST 150'; THENCE RUN NORTH 73 DEGREES EAST, 322.34'; THENCE RUN EAST 273.7'; THENCE RUN SOUTH 57 DEGREES EAST, 163.6'; THENCE RUN SOUTH 71.4'; THENCE RUN WEST 208.11'; THENCE RUN SOUTH 395.95', TO SOUTHWEST CORNER OF LOT 20, OF SAID PLAT; THENCE RUN WEST TO THE POINT OF BEGINNING; AND LESS: BEGIN AT THE SOUTHEAST CORNER OF LOT 25, OF SAID PLAT; THENCE RUN WEST, 477.72'; THENCE RUN NORTH, 150'; THENCE RUN EAST, 342.71'; THENCE RUN NORTH 156.38'; THENCE RUN EAST, 150'; THENCE RUN SOUTH TO THE POINT OF BEGINNING; AND LESS: BEGIN AT THE NORTHEAST CORNER OF LOT 37, OF SAID PLAT; THENCE RUN SOUTH 211.4'; THENCE RUN WEST 135'; THENCE RUN SOUTH 50 DEGREES WEST, 19.89 FEET; THENCE NORTH 01 DEGREES EAST, 62.27'; THENCE RUN NORTH 26 DEGREES EAST, 39.37 FEET; THENCE RUN NORTH 115.03'; THENCE RUN EAST 139.08', TO THE POINT OF BEGINNING; AND LESS: THE SOUTH 150' OF LOT 20, OF SAID PLAT AND SOUTH 150' OF THE WEST 10' OF LOT 21, OF SAID PLAT; AND LESS: BEGIN AT THE NORTHWEST CORNER OF LOT 1, OF SAID PLAT; THENCE RUN EAST 1129.08', TO THE NORTHEAST CORNER OF LOT 38, OF SAID PLAT; THENCE RUN SOUTH, 105'; THENCE RUN SOUTH 45 DEGREES WEST, 64.48 FEET; THENCE RUN WEST 939.51'; THENCE RUN SOUTH 599.81'; THENCE RUN WEST, 150'; THENCE RUN NORTH TO THE POINT OF BEGINNING.

SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SILVER STAR TERRACE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK W, PAGES 133, LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, SILVER STAR TERRACE; THENCE S00°10'08"E, ALONG THE WEST LINE OF SAID SILVER STAR TERRACE, A DISTANCE OF 742.49 FEET TO A POINT ON THE SOUTH LINE OF LOT 8; THENCE N89°49'52"E, ALONG SAID SOUTH LINE, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE N00°10'08"W, A DISTANCE OF 599.09 FEET; THENCE N87°15'12"E, A DISTANCE OF 938.95 FEET; THENCE N43°21'21" E, A DISTANCE OF 64.90 FEET; THENCE S02°44'48"E, A DISTANCE OF 9.95 FEET; THENCE S24°38'50"W, A DISTANCE OF 39.47 FEET; THENCE S00°04'22"E, A DISTANCE OF 683.62 FEET TO A POINT ON THE NORTH LINE OF LOT 28, SILVER STAR TERRACE; THENCE N67°49'19"W ALONG SAID NORTH LINE, A DISTANCE OF 5.40 FEET; THENCE S00°04'22"E, A DISTANCE OF 89.01 FEET TO THE SOUTH LINE OF SAID LOT 28; THENCE S59°21'27"E ALONG SAID SOUTH LINE A DISTANCE OF 5.82 FEET; THENCE S00°04'22"E, A DISTANCE OF 156.07 FEET; THENCE S87°59'52"W, A DISTANCE OF 442.47 FEET; THENCE N02°00'08"W, A DISTANCE OF 245.95 FEET; THENCE N 89°49'52" E, A DISTANCE OF 208.11 FEET; THENCE N02°00'08"W, A DISTANCE OF 71.40 FEET; THENCE N59°00'58"W, A DISTANCE OF 164.78 FEET; THENCE S89°49'52"W, A DISTANCE OF 273.70 FEET; THENCE S71°31'20"W, A DISTANCE OF 322.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 668620 SQUARE FEET OR 15.3494 ACRES MORE OR LESS.

JAN 15 2019

CONTRACT FOR SALE AND PURCHASE

**COUNTY OF ORANGE
STATE OF FLORIDA**

THIS CONTRACT, made between Yoganand Ganeshram, as Trustee of N Powers Dr, Orlando Fl 32818 Land Trust dated July 25th, 2017, 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 future use and SELLER agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Number

13-22-28-8058-00-050

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

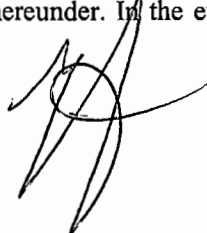
1. SELLER agrees to sell and convey said land unto BUYER by Warranty Deed, free and clear of all liens and encumbrances, for the total sum of Forty Five Thousand Dollars and No Cents Dollars (\$45,000.00). SPECIAL WARRANTY DEED SUBJECT TO ALL MATTERS NOT OBJECTED TO DURING DUE DILIGENCE PERIOD. LAND CONVEYED IN ITS "AS IS WHERE IS CONDITION" BUYER RELYING ON SOLEY OWN ITS OWN DUE DILIGENCE.
2. This transaction shall be closed and the deed and other closing papers delivered on or before the later of: (i) 30 days following the end of the Inspection Period; and (ii) 10 days following the satisfaction of all Contingencies (the "Closing Date"). Closing shall take place at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801, or at a Title Company designated by the BUYER.
3. SELLER agrees that prior to closing, BUYER shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the property. BUYER, through its agents, shall have the right to enter upon the property for the purpose of performing such activities, provided said activities shall not materially damage the property.
4. Expenses:
 - A. Ad valorem property taxes for the year of closing shall be prorated as of the closing date and said prorated amount shall be paid by SELLER pursuant to Section 196.295, Florida Statutes. At SELLER'S election, SELLER'S share of prorated taxes may be deducted from the proceeds of sale and remitted by First American Title Insurance Company to the County tax collector on SELLER'S behalf. Unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by SELLER for the year of conveyance. In the event that, as of closing, there are any outstanding unpaid property taxes for years prior to the year of closing, then SELLER shall be responsible for payment of the same, on the entirety of the tax parcels for which BUYER is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

- B. Closing Costs. Except as otherwise expressly set forth in this Contract, SELLER shall pay for all costs and expenses to be incurred for the performance of the transaction as contemplated herein. Without limiting the generality of the foregoing, SELLER shall pay for the costs and expenses of: (i) the title search of the Property and obtaining the commitment; (ii) the lien search and the title insurance premiums for the owner's policy to be issued to the BUYER pursuant to the title commitment; (iii) recording the warranty deed; (iv) documentary stamp tax on the warranty deed; (v) any closing fee paid to the First American Title Insurance Company or otherwise; and (vi) recording any other documents or instruments to be recorded in connection with this CONTRACT, including but not limited to the costs of recording of any corrective instruments necessary to cure any Title Defects.
- C. Survey is to be paid by BUYER.
5. This CONTRACT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between SELLER and BUYER, made with respect to the matters herein contained, and when duly executed constitute the CONTRACT between SELLER and BUYER. No additions, alterations, or variations to the terms of this CONTRACT shall be valid, nor can provisions of this CONTRACT be waived by either party unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.
6. Special clauses:
- A. This CONTRACT is contingent upon delivery by SELLER to BUYER in recordable form all instruments necessary to convey clear title to the property.
- B. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
- C. SELLER will surrender possession of the property at time of closing.
- D. BUYER is not obligated to close until the property is cleared of all tenants, if applicable.
- E. 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, if applicable.
- F. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.
- G. Effective Date. This CONTRACT shall become effective on the date upon which it had been fully executed by the parties and approved by the Orange County Board of County Commissioners.
- H. Inspection Period; Title. 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, SELLER shall, at its sole cost and expense, obtain FROM First American Title Insurance Company 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. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of BUYER, to make election(s) and/or furnish any notice required or allowed under, and/or to terminate this contract pursuant to, this paragraph.

- I. Termination. In the event BUYER determines, in its sole and absolute discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible for BUYER to acquire the property – or that BUYER is not satisfied with any other matter(s) – then, in such event, BUYER may, in BUYER's sole and absolute discretion, elect to terminate this CONTRACT by furnishing written notice thereof to SELLER prior to the expiration of the Inspection Period. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of BUYER, to furnish any notice required or allowed under, and/or to terminate this contract pursuant to, this paragraph.
- J. Survey. During the Inspection Period, 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'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

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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.

7. Contingencies. The closing is contingent upon and subject to those matters specifically set forth hereinafter (the "Contingencies"):
- i. Notwithstanding anything set forth in this contract to the contrary, including but not limited to the provisions of Section 6(H) above with respect to Title Defects, SELLER, at no cost or expense to BUYER, shall take all actions and obtain, prepare, and/or record such instruments as are required to cause First American Title Insurance Company to issue to BUYER (following the closing) the owner's title insurance policy free and clear of any requirements, exceptions, exclusions, etc. directly or indirectly concerning, or in any way related to, taxes for prior years, tax certificates and/or tax deeds, interests of prior owners of the property, and/or that certain Tax Deed recorded on July 27, 2017, as Document No. 20170418789 of the Public Records of Orange County, Florida (including, but not limited to, notices given, procedures followed, and compliance with legal requirements for the issuance of such tax deed). Without limiting the generality of the foregoing, SELLER hereby specifically acknowledges that satisfaction of this Contingency will, at a minimum, require SELLER to commence a quiet title action (and/or other court proceedings), to obtain a favorable court ruling, to allow all applicable appeal periods to expire, and to record in the Public Records of Orange County, Florida certain portions of such court proceedings.
 - A. Waiver. Any Contingency may be waived, lessened, or otherwise removed from this contract by BUYER at any time by delivery of written notification from BUYER to SELLER. The Manager of the Real Estate Management Division is hereby authorized, on behalf of BUYER, to waive Contingencies and furnish notices pursuant to this paragraph.
 - B. Termination. If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing by BUYER on or before 120 days after the Effective Date, then BUYER may (but shall not be required to) – at any time thereafter until all Contingencies have been satisfied (by the person responsible for the satisfaction of the same) or waived in writing by BUYER – terminate this CONTRACT by giving written notice of that fact to SELLER. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of BUYER, to make election(s) and/or furnish any notice required or allowed under, and/or to terminate this contract pursuant to, this paragraph.

[Signatures on following page]

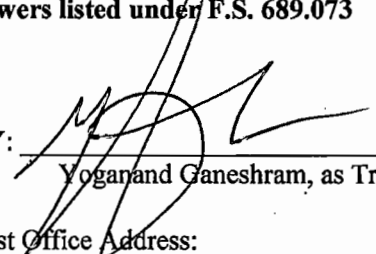
A handwritten signature in black ink, consisting of a stylized, cursive 'M' followed by a long horizontal stroke extending to the right.

Parcel: 101

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

SELLER

N. Powers Dr, Orlando Fl 32818 Land Trust dated July 25th, 2017, with full power and authority to protect, conserve or to sell, to mortgage, encumber or convey, and other powers listed under F.S. 689.073

BY: 
Yogarand Ganeshran, as Trustee

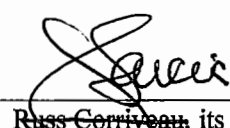
Post Office Address:

10324 Henbury Street
Orlando, Florida 32832

DATE: 12/10/18

BUYER

Orange County, Florida

BY: 
Russ Corriveau, its Agent
Veronica M. Garcia

DATE: 12/27/18

PBS/11/26/18

SCHEDULE "A"

SILVER STAR TERRACE, according to the Plat thereof, as recorded in Plat Book W, Page 133, of the Public Records of Orange County, Florida.

LESS AND EXCEPT THE FOLLOWING:

LESS: The East 155' of Lot 28; the East 150' of Lots 29 Through 35, of said plat; LESS: Beginning at the Southwest corner of Lot 13, of said plat; thence run North 473.22', to the Northwest corner of Lot 9, of said plat; thence run East 150'; thence run North 73 degrees East, 322.34'; thence run East 273.7'; thence run South 57 degrees East, 163.6'; thence run South 71.4'; thence run West 208.11; thence run South 395.95', to the Southwest corner of Lot 20, of said plat, thence run West to the POINT OF BEGINNING; and LESS: Begin at the Southeast corner of Lot 25, of said plat, thence run West, 477.72'; thence run North, 150'; thence run East, 342.71'; thence North 156.38'; thence run East, 150'; thence run South to the POINT OF BEGINNING; and LESS: Begin at the Northeast corner of Lot 37, of said plat, thence run South 211.4'; thence run West, 135'; thence run South 50 degrees West, 19.89 feet; thence North 01 degrees East, 67.27'; thence run North 26 degrees East, 39.37 feet; thence run North 115.03'; thence run East 139.08', to the POINT OF BEGINNING; and LESS: the South 150' of Lot 20, of said plat and the West 10'; of Lot 21, of said plat; and LESS: Begin at the Northwest Corner of Lot 1, of said plat, thence run East 1129.08', to the Northeast corner of Lot 38, of said plat; thence run South, 105'; thence run South 45 degrees West, 64.48 feet; thence run West 939.51', thence South 599.81'; thence run West, 150'; thence run North to the POINT OF BEGINNING.

A handwritten signature or set of initials, possibly reading 'M.A.', written in dark ink. The signature is stylized with a large, sweeping 'M' and a smaller 'A' to its right.

EXHIBIT "B"
DUE DILIGENCE CONTINGENCY

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

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

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

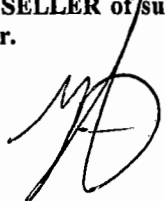
- (a) a site inspection;
- (b) interviews of present occupants of the Property;
- (c) a review of public records concerning the Property and other properties in the vicinity of the Property;
- (d) a review of aerial photographs of the Property and other evidence of historic land uses;
- (e) soil and/or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

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

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

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

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



REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: 12/26/2018

Amount: \$45,000.00

Project: Lake Star, Powers Drive Flooding

Parcel(s): 101

Charge to Account # 1002-072-2906-6110

Controlling Agency Approval

Date

Fiscal Approval

Date

TYPE TRANSACTION (Check appropriate block{s})

Pre-Condemnation Post-Condemnation

X N/A District # 2

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

First American Title Insurance Company:
\$45,000.00 (purchase price)

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 (\$45,000.00)

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

Recommended by Veronica M. Garcia
Veronica M. Garcia, RWP, Sr. Acquisition Agent

12/27/18
Date

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

12/27/18
Date

or
Payment Approved _____
Russell Corriveau, Asst. Mgr. Real Estate Management Div.

Date

Certified Lahela Lewis
Approved by BCC Deputy Clerk to the Board

1/15/19
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as checks are available.

Anticipated Closing Date: TBD

Please Contact Acquisition Agent @ 67071 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JAN 15 2019

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: 12/26/2018

Amount: \$45,000.00

Project: Lake Star, Powers Drive Flooding

Parcel(s): 101

Charge to Account # 1002-072-2906-6110

Deborah B. Smith 12-28-18
Controlling Agency Approval Date
Paul Sladek 12-28-18
Fiscal Approval Date

TYPE TRANSACTION (Check appropriate block(s))
Pre-Condernation Post-Condernation

X N/A District # 2

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

First American Title Insurance Company:
\$45,000.00 (purchase price)

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 (\$45,000.00)

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

Recommended by Veronica M. Garcia
Veronica M. Garcia, RWP, Sr. Acquisition Agent

12/27/18
Date

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

12/27/18
Date

or
Payment Approved Russell Corriveau
Russell Corriveau, Asst. Mgr. Real Estate Management Div.

Date

Certified Deputy Clerk to the Board
Approved by BCC

Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

REMARKS:

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Anticipated Closing Date: TBD

Please Contact Acquisition Agent @ 67071 if there are any questions.



Interoffice Memorandum

NEGOTIATION APPRAISAL REPORT

AGENTS COPY

1

Date: November 30, 2018

To: Russell Corriveau, Assistant Manager
Real Estate Management Division

From: Earle Hunt, Senior Review Appraiser
Real Estate Management Division

Subject: Lake Star (NEQ of North Powers Drive and Silver Star Road)
Tax ID No.: 13-22-28-8058-00-050
Restricted Appraisal Report

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no other 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.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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.
- My analyses, opinions, and conclusions were developed and this review report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the subject that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.

Market Value of Subject: \$46,300 (Date of Value - November 30, 2018)

Earle R. Hunt III
State-Certified General Real Estate Appraiser RZ3074

Date

Project: Lake Star, Powers Drive Flooding
Parcel No: 101
Name of Owner: Yoganand Ganeshram, as Trustee of N Powers Dr, Orlando, FL 32818 Land Trust
dated July 25th, 2017
Page No.: 1

SETTLEMENT ANALYSIS

 Pre-Condemnation
 X Not Under Threat

County's Appraised Value

Parcel 101

\$46,300.00

Land:
Improvements: N/A
Cost-to-Cure: N/A
Other Damages: N/A

Total Appraisal Value – Parcel 101

\$46,300.00

Total Appraisal Value – \$46,300.00

Owner's Requested Amount—Initial

Owner's Counter Offer (Global):

\$ 50,000.00

Total Owner's Requested Amount—Initial:

\$ 50,000.00

Owner's Requested Amount—After Negotiations

Owner's Counter Offer (Global):

\$45,000.00

Total Owner's Requested Amount—After Negotiations:


\$ 45,000.00


Project: Lake Star, Powers Drive Flooding
Parcel No: 101
Name of Owner: Yoganand Ganeshram, as Trustee of N Powers Dr, Orlando, FL 32818 Land Trust dated July 25th, 2017
Page No.: 2

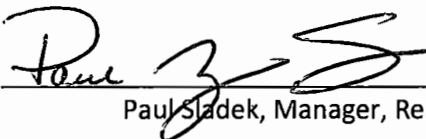
EXPLANATION OF RECOMMENDED SETTLEMENT

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

The subject tract is part of Silver Star Terrace, according to Plat Book W, Page 133, of the Public Records of Orange County, Florida. The property of approximately 671,043 S.F. (15.41 acres) is required in fee for rehabilitation and mitigation of flooding in the area. There are no site improvements within the area of the acquisition. I agree with and request approval of a purchase price in the amount of \$45,000.00, which is less than the appraised value of \$46,300.00.

Recommended by:  Date: 12/27/18
Veronica M. Garcia, RWP, Sr. Acquisition Agent, Real Estate Mgmt. Division

Recommended by:  Date: 12/27/18
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by:  Date: 12/27/18
Paul Sladek, Manager, Real Estate Mgmt. Division

or
Approved by: _____ Date: _____
Russell Corriveau, Asst. Manager, Real Estate Mgmt. Division

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Yoganand Ganeshram

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ C Corporation
☐ S Corporation
☐ Partnership
☒ Trust/estate
☐ Other (see instructions) ▶
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.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
10324 Henbury St

6 City, state, and ZIP code
Orlando, FL 32832

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

OR

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

12/10/18

General Instructions

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

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

Purpose of Form

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

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

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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