

**ORDINANCE NO. 2931-13**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE CONVEYANCE OF THE CITY OWNED PROPERTY LOCATED AT 645 SYMONDS AVENUE, WINTER PARK, FLORIDA, IN EXCHANGE FOR THE PROPERTY LOCATED AT 813 W. NEW ENGLAND AVENUE, SUBJECT TO MINIMUM REQUIREMENTS AS SET FORTH HEREIN; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 2.11 of the Charter of the City of Winter Park, Florida, authorizes the City Commission, by ordinance to convey or authorize by administrative action the conveyance of any lands of the City; and

**WHEREAS**, the City purchased the lot at 645 Symonds Avenue in 2006, with funding from the Affordable Housing Trust Fund, with the intention to use the lot for a home built either by Habitat for Humanity or the Hannibal Square Community Land Trust; and

**WHEREAS**, CRDI, LLC, has requested that the City exchange or swap the City owned Lot at 645 Symonds Avenue for a lot at 813 W. New England Avenue owned by CRDI, LLC, so that CRDI, LLC, can combine 645 Symonds Avenue with adjacent property it owns; and

**WHEREAS**, the City can use the lot at 813 W. New England Avenue for affordable housing; and

**WHEREAS**, the City Commission deems it advisable to convey City property pursuant to the terms of an agreement between the City and CRDI, LLC which agreement will provide that CRDI, LLC, will pay all closing costs.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

**SECTION 1.** The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

**SECTION 2.** The property that is authorized to be conveyed by the City to CRDI, LLC, is the property identified in Exhibit "A" attached hereto and made a part hereof by reference, with a street address of which is 645 Symonds Avenue, Winter Park, Florida.

**SECTION 3.** The City Commission of the City of Winter Park hereby approves the transfer and conveyance of 645 Symonds Avenue to CRDI, LLC, on the terms and conditions and subject to all requirements as stated in the Real Estate Exchange

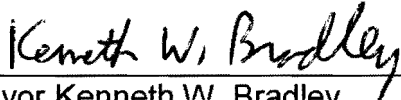
Agreement (attached hereto as Exhibit "B"), as the City Commission deems it to be in the public interest.

**SECTION 4.** This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.11 of the Charter of the City of Winter Park, Florida, for the transfer and conveyance of the property set forth above, and the City Commission of the City of Winter Park hereby authorizes the Mayor to execute the Real Estate Exchange Agreement on behalf of the City.

**SECTION 5. CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 22nd day of July, 2013.

  
\_\_\_\_\_  
Mayor Kenneth W. Bradley

ATTEST:


  
\_\_\_\_\_  
City Clerk, Cynthia S. Bonham

EXHIBIT "A"  
CITY PROPERTY

**Lot 14 of AARON HORTON, according to the Plat thereof as recorded in Plat Book N, Page 66, of the Public Records of Orange County, Florida.**

**Parcel Id. 06-22-30-3724-00-141**

EXHIBIT "B"  
REAL ESTATE EXCHANGE AGREEMENT

## REAL ESTATE EXCHANGE AGREEMENT

**THIS REAL ESTATE EXCHANGE AGREEMENT** (the "**Agreement**") is made by and between **CRDI, LLC**, a Florida limited liability company, (hereinafter referred to as "**CRDI**"), with a principal address of 222 S. Pennsylvania Avenue, Ste. 200, Winter Park, FL 32789, and the **CITY OF WINTER PARK, FLORIDA**, a Florida municipal corporation ("**City**") with a principal address of 401 Park Avenue South, Winter Park, FL 32789, (collectively referred to herein as the "**Parties**"). The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of the parties shall have signed this Contract.

### RECITALS:

**WHEREAS**, City is the owner of the real property located in Orange County, Florida, located at 645 Symonds Avenue, Winter Park, Florida, and more particularly described on the attached **Exhibit "A"** and hereinafter referred to as the "**City Property**".

**WHEREAS**, CRDI is the owner of the real property located in Orange County, Florida, located at 813 W. New England Avenue, Winter Park, Florida, and more particularly described on the attached **Exhibit "B"** and hereinafter referred to as the "**CRDI Property**".

**WHEREAS**, City and CRDI intend to transfer the real property interests of the City Property on the one hand, and the CRDI Property on the other hand, and are willing to take such steps on their respective parts to enable the transactions contemplated.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, in hand paid each party by the other, the receipt and adequacy of which is hereby acknowledged, the Parties covenant and agree as follows:

1. **Recitals**. The Parties agree that the recitals are true and correct, and are incorporated and made a part of this Agreement. The City Property and the CRDI Property are sometimes individually or collectively referred to herein as the "Real Property."

2. **Property to be Conveyed**. The Parties agree to exchange the City Property and the CRDI Property upon the terms and conditions hereinafter set forth and subject to performance of all conditions of this Agreement and performance by each party hereto of its respective obligations hereunder. The conveyances of the Real Property shall in each case include all rights, easements, fixtures and appurtenances pertaining to such property, as well as the owner of such property's interests in any permits, licenses, governmental approvals, leases and other agreements pertaining to the Real Property, along with such other rights as may be specified herein.

3. **Value of Exchange**.

(a) **Adjustment of Equities.** It is the intent of the Parties that the relative fair market value of the City Property and the CRDI Property shall be approximately equal and equivalent to FORTY-THREE THOUSAND and 00/100 Dollars (\$43,000.00).

(b) **Cash at Closing.** Such cash amounts as each party may owe to the other, as set forth hereinabove, shall be first offset against the other, and, after all other prorations and adjustments required hereunder are made, the balance shall be paid to the appropriate party in the form of cash, cashiers check or confirmed wire transfer, in immediately available U.S. funds.

4. **Conditions to Closing.** The obligation of each party hereunder to consummate the Closing contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part in writing by the party benefited by the condition). If any of the following conditions precedent are not satisfied, the party benefited by such unsatisfied condition may terminate this Agreement by giving the other party written notice.

(a) **Correctness of Representations and Warranties.** The representations and warranties of the Parties set forth herein shall be true on and as of the Closing with the same force and effect as if such representations and warranties had been first made on and as of the Closing.

(b) **Compliance by Parties.** The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by it prior to or as of the Closing.

(c) The complete execution of this Agreement by the Parties and the approval of this Agreement by the City Commission of the City of Winter Park at a public meeting, pursuant to §166.045, Fla. Stat.

(d) CRDI shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "C."**

(e) **Inspection Period.** Each party hereto shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Real Property, including, by way of illustration and not in limitation : inspections as to the physical condition of the Real Property; investigation of the availability of utilities; status of zoning or ability to rezone; zoning codes; building codes; physical condition and any other condition or characteristic of the Real Property which Buyer may deem necessary or relevant to Buyer in purchasing the Real Property. Should either party for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then either party may, prior to the expiration of the Inspection Period, terminate this Agreement by written notice thereof to the other party.

(f) **Delivery of Materials.** Within five (5) days after the Effective Date of this Agreement, City and CRDI shall deliver to the other party copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions,

warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Real Property.

5. **Warranties and Representations.** The Parties hereby make the following warranties, representations and covenants with respect to the Real Property, and which warranties, representations and covenants shall survive the Closing.

(a) **Marketable Title.** City and CRDI have good and insurable title to their respective parcels, and will have good and insurable title, in both cases, free and clear of all mortgages, liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, reservations, judgments, lis pendens and other matters affecting title, except the Permitted Exceptions as hereinafter defined.

(b) **No Condemnation Pending or Threatened.** There is no pending or threatened condemnation or similar proceeding affecting any portion of the Real Property or any portion thereof, nor has either party acknowledged that any such action is presently contemplated.

(c) **Authority.** Except as may specifically be set forth herein, neither party is aware of any facts which prohibit it from entering into this Agreement and closing this Agreement in accordance with the terms hereof. The execution and delivery of this Agreement, and the consummation of the transaction contemplated hereby will not result in any breach of the terms and conditions of, or constitute a default under, any instrument or obligation to which either party is now or may become a party, or by which either party may be bound or affected, or violate any order, writ, injunction or decree of any court in any litigation to which either party is a party, or violate any law. The Parties have the power and authority to enter into, deliver and perform this Agreement, to execute and deliver all documents required hereby, to convey all of their right, title and interest in and to the Real Property to the other, and to otherwise take all steps necessary to the performance of the duties and obligations of either party hereunder.

(d) **Permitted Use.** The Real Property is zoned for such uses as are consistent with the comprehensive plan adopted by any Local Authority, except to the extent the failure of such representations and warranties does not materially affect the Parties or their successors, assigns or tenants from using the Real Property in a manner materially consistent with its historic and present use.

(e) **Compliance with Laws.** The Real Property and any improvements comply in all material respects with all applicable Land Use Approvals in effect as of this date and the Closing Date.

(f) **Certificates of Occupancy, Consents and Approvals.** All permanent certificates of occupancy and other consents and approvals required from any governmental agency having jurisdiction over the Real Property have been issued and are in full force and effect without the presence or existence of any unsatisfied conditions or requirements with respect thereto, and true, correct and complete copies of such consents, approvals and certificates of occupancy have been delivered to the other party.

(g) **Litigation.** There are no actions, suits, proceedings or investigations, at law or in equity, or before any governmental agency or other person, pending or threatened against the City or CRDI that, in any case or in the aggregate, will affect the other party's ability to meet its obligations arising under this Agreement or have an adverse affect on the use, operation or occupancy of the Real Property.

(h) **Access, Special Assessments.** Pedestrian and vehicular access to the Real Property is provided by publicly dedicated streets that are contiguous with the Real Property. There are no special assessments pending or, to the knowledge of the City or CRDI, threatened against or with respect to the Real Property on account of or in connection with such streets, roads or any other public improvements including but not limited to storm and sanitary sewer, water or other utility lines, curbs, gutters, drainage facilities, sidewalks, lighting and the like.

(i) **Easements.** No additional easements are required for the provision of utilities, access, egress and drainage to or for the benefit of the Real Property in connection with the use, operation and enjoyment of the Real Property as a transmitter site and related facilities.

(j) **Utilities.** All necessary utility services, including but not limited to sanitary sewer, water, electric power, and telephone service are available to the Real Property and no unpaid assessments, impact fees, development fees, tap-on fees or recapture costs are payable in connection therewith.

(k) **Encroachments.** The Real Property does not encroach on the real property of another or upon real property not being conveyed to the transferee as a result of the transactions contemplated by this Agreement.

(l) **Environmental Status.** Each party warrants and represents to the other that, as to the respective property owned by them, (i) the Real Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Real Property, (iv) no migration of hazardous waste or substances has taken place from the Real Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Real Property; and (v) there are no bulk or underground tanks on or in the Real Property, and, no bulk or underground storage tanks have ever been located on or in the Real Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.



Both City and CRDI have no notice or knowledge of the on-site existence of any "Endangered and Threatened Species," flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Both City and CRDI further warrant no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing wildlife habitat.

The provisions of this Section shall survive the Closing or earlier termination of this Contract.

(m) **Representations Complete.** None of the representations or warranties made by the City or CRDI, nor any statement made in any document or certificate furnished by the either party pursuant to this Agreement contains or will contain at the Closing, any untrue statement of a material fact, or omits or will omit at the Closing, to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

6. **Title Insurance.**

(a) **CRDI Property.** CRDI, at CRDI's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") as to the CRDI Property, to issue an ALTA Owner's Title Insurance Policy - Form B, in the amount of \$43,000.00 to be issued by a title company of CRDI's choosing (the "**Title Insurance Company**"), naming City as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in City, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Agreement; and those exceptions which are capable of and are actually to be discharged by CRDI at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, City shall, within ten (10) days from the date it receives the Title Commitment, notify CRDI in writing to that effect specifying the defects. CRDI shall have twenty (20) days from the receipt of City's notice specifying the title defects to cure the defects and, if after said period CRDI shall not have cured the defects, or if CRDI shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to City's satisfaction, City shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement after which City and CRDI shall each be released from all further obligations to each other respecting matters arising from this Contract.

(b) **City Property.** CRDI, at CRDI's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") as to the City Property, to issue an ALTA Owner's Title Insurance Policy - Form B, in the amount of \$43,000.00 to be issued by a title company of CRDI's choosing (the "**Title Insurance Company**"), naming CRDI as the proposed insured. The Title Commitment shall show good, marketable and

insurable fee simple title to the Property to be vested in CRDI, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Agreement; and those exceptions which are capable of and are actually to be discharged by City at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, CRDI shall, within ten (10) days from the date it receives the Title Commitment, notify City in writing to that effect specifying the defects. City shall have twenty (20) days from the receipt of CRDI's notice specifying the title defects to cure the defects and, if after said period City shall not have cured the defects, or if City shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to CRDI's satisfaction, CRDI shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement after which CRDI and City shall each be released from all further obligations to each other respecting matters arising from this Contract.

7. **Surveys.** City, at CRDI's expense, may obtain a survey of the CRDI Property (the "**CRDI Survey**"), and CRDI, at CRDI's expense, may obtain a survey of the City Property (the "**City Survey**"), prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Florida Minimum Technical Standards F.A.C. 5J-17-051. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, City and/or CRDI shall notify the other party in writing to that effect specifying the defects. City and/or CRDI shall have until thirty (30) days from receipt of the other party's notice specifying the survey defects in which to cure such defects. If after said period City and/or CRDI shall not have cured the defects, or if City or CRDI shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, City or CRDI shall have the option of (i) accepting the condition of the Property as disclosed in the survey in an "as is" condition, or (ii) terminating the Agreement, thereupon City and CRDI shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Agreement.

8. **Closing.** The Closing shall occur on or before ninety (90) days from the Effective Date, and shall be held by express courier or at the offices of CRDI's choosing, or such other location as is mutually agreed upon by Parties. At the time of Closing, the Parties shall execute the Transaction Documents, conveying their respective property to the other.

9. **Closing Cost and Prorations.** Taxes, assessments and other items of income and expenses that survive closing, shall be prorated to the date of closing. If the Closing takes place and the current year's taxes are not fixed and the current year's assessment is available, taxes shall be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes shall be prorated on the prior year's tax. As to the CRDI Property, taxes shall be prorated pursuant to F.S. 196.295, since the City is tax exempt. CRDI shall pay all closing

costs, including the title insurance and the documentary stamps and recording costs for the transfer of the Real Property.

**10. Transaction Documents.** At the Closing, the appropriate party shall execute or procure the execution and delivery of the following documents:

(a) Special Warranty Deed conveying the City Property free and clear of all encumbrances except for the Permitted Exceptions to CRDI.

(b) Special Warranty Deed conveying the CRDI Property free and clear of all encumbrances except for the Permitted Exceptions to City.

(c) Closing Statement itemizing the dollar amounts of all financial matters related to the Closing, including the adjustments and prorations provided herein.

(d) FIRPTA affidavit by each party.

(e) Mechanics' lien, possession and gap affidavits.

(f) Limited Liability Affidavit by CRDI.

(g) Such other documents as may be required, necessary or useful to either party or the Title Insurance Company in consummating the transaction contemplated by this Agreement.

**11. Entry.** Each party shall have the reasonable right during the term of this Agreement to enter upon the Real Property, or any part thereof, for the purposes of reasonable inspection, environmental audits, surveys and tests and inspections. All inspections of either parcel shall be accomplished so as not to unreasonably interfere with the on-going business or activity conducted on said sites.

**12. Condemnation.** If, prior to closing, all or any part of the Real Property is taken by any governmental authority under its power of eminent domain, the party to which said Real Property shall be conveyed shall have the option, to be exercised within fifteen (15) days after said party receives written notice from the other party of same:

(a) to take title to the Real Property at Closing without any abatement or adjustment in the agreed value, in which event the party conveying such real estate shall unconditionally assign its rights in the condemnation award to the other (or said other party shall receive the condemnation award from the conveying party if it has already been paid prior to Closing); or

(b) to terminate this Agreement, whereupon the duties and obligations of each of the Parties hereto shall end.

13. **Brokers.** Each of the parties warrant and represent to each other that they have no knowledge of any real estate broker or agent involved in this exchange of the Real Property.

14. **Default.** If City or CRDI fails to perform any of the covenants set forth in this Agreement, City or CRDI shall have, as its sole and exclusive remedy the right of specific performance against the other party.

15. **Notices.** Notices to City and CRDI shall be deemed delivered (i) when hand delivered, or (ii) one business day following delivery to an express delivery courier, such as Federal Express, or (iii) three days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To CRDI:	CRDI, LLC Attn: Daniel B. Bellows, Vice President 222 S. Pennsylvania Ave., Ste. 220 Winter Park, FL 32789 Tel. 407-644-2699 Fax 407-644-2854
To City:	City of Winter Park Attn: City Manager 401 Park Avenue South Winter Park, FL 32789 Tel. 407-599-3235 Fax 407-599-3436
With a copy to:	Usher L. Brown, Esq. City Attorney Brown, Garganese, Weiss & D'Agresta, P.A. 111 N. Orange Ave., Ste. 2000 Orlando, FL 32801 Tel. 407-425-9566 Fax 407-425-9596

16. **Assignment.** This Agreement and any rights hereunder shall not be assignable by either party hereto without the prior written consent of the other party.

17. **Miscellaneous.**

(a) **Attorneys' Fees and Costs.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, including without limitation trial, appellate and bankruptcy proceedings.

(b) **Modifications to Agreement.** This Agreement may be modified only by an agreement in writing signed by the Parties to this Agreement.

(c) **Agreement To Survive the Closing.** All warranties, representations and agreements contained herein shall survive the Closing of the transaction contemplated by this Agreement.

(d) **Contract Not Recordable.** This contract shall not be recorded in the office of the Clerk of any Circuit Court of the State of Florida, except as may be required to enforce the provisions hereof in the event of a default.

(e) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the Parties hereto.

(f) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. The proper venue for any action concerning this Agreement shall be Orange County.

(g) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.

(h) **Severability.** If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable in any jurisdiction, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the extent and purpose of such invalid and unenforceable provision, and (ii) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(i) **Time.** TIME IS OF THE ESSENCE IN THIS AGREEMENT.

(j) **Construction.** The paragraph headings, captions or abbreviations are used for convenience only and shall not be resorted to for interpretation of this Agreement. Whenever the context so requires, the masculine shall refer to the feminine, the singular shall refer to the plural, and vice versa.

(k) **Extension of Time Periods.** In the event that the last day of any period of time specified in this Agreement shall fall on a weekend or legal holiday, such period of time shall be extended through the end of the next work day following.

(l) **Waiver.** No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach.

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year indicated below.

*Signed, sealed and delivered  
in the presence of:*

CRDI, LLC, a Florida limited  
liability company

By: WELBOURNE AVE. CORP.,  
a Florida corporation

*Alano W. Pazzelli*

Giorgio H. Pazzelli  
(print name)

*[Signature]*

Kevin White  
(print name)

By: *[Signature]*  
Daniel B. Bellows, Vice President

Date: 6/28/13

Signed, sealed and delivered  
in the presence of:

Michelle Bernstein

Michelle Bernstein  
(print name)

Juanita Grant

JUANITA GRANT  
(print name)

CITY OF WINTER PARK, FLORIDA

By: Kenneth W. Bradley  
Kenneth W. Bradley, Mayor

**ATTEST:**

By: Cynthia S. Bonham  
Cynthia S. Bonham, City Clerk

Date: July 17, 2013

**EXHIBIT "A"**  
**CITY PROPERTY**

**Lot 14 of AARON HORTON, according to the Plat thereof as recorded in Plat Book N,  
Page 66, of the Public Records of Orange County, Florida.**

**Parcel Id. 06-22-30-3724-00-141**



**EXHIBIT "B"**  
**CRDI PROPERTY**

**The East 50 feet of the South 110 feet of Lot 3, Block 45, REVISED MAP OF THE TOWN OF WINTER PARK, according to the Plat thereof as recorded in Plat Book A, Pages 67-72, Public Records of Orange County, Florida.**

**Parcel Id. 05-22-30-9400-45-031**

EXHIBIT "C"

**AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23**

28<sup>th</sup> THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this day of JUNE, 2013, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the Vice President of the GP of CRDI, LLC, a Florida limited liability company, the legal title holder of the real property described as follows:

**The East 50 feet of the South 110 feet of Lot 3, Block 45, REVISED MAP OF THE TOWN OF WINTER PARK, according to the Plat thereof as recorded in Plat Book A, Pages 67-72, Public Records of Orange County, Florida;**

and (select appropriate option below):

(check if applicable) – The name(s) and address(es) of every person having a beneficial interest in the real property described above however small or minimal is/are:

	Name	Address
a)	<u>mike maher</u>	<u>631 W. Morse Blvd Suite 200 Winter Park, FL 32789</u>
b)		
c)		

(check if applicable) – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

Miguel Pazzelli

Giang H. Pazzelli  
(print)

[Signature]

Kevin White  
(print)

By: [Signature]

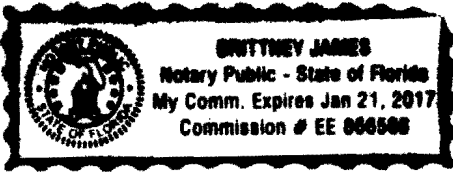
Print name: Daniel B. Bellous

Title: Vice President of Genul Partners

STATE OF Florida

COUNTY OF ORANGE

SWORN TO and subscribed before me this 28<sup>th</sup> day of JUNE, 2013, by Daniel B. Bellous, the Vice President of Wellbabe Corp of CRDI, LLC, (check one)  who is personally known to me or  who provided \_\_\_\_\_ as identification.



[Signature]

Notary Public

Print Name: Brittney James