

1. **Sale and Purchase:** City of Orlando, A Florida Municipal Corporation ("Seller")
and The Salvation Army, a Georgia Corporation ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 607 Lake Dot Circle, Orlando, FL 32801

Legal Description:

Lot 8, Block K, of Concord Park Add., according to the Plat thereof recorded in Plat Book D, Page 66, of the Public Records of Orange County, Florida.

SEC ___/TWP ___/RNG ___ of **Orange** County, Florida. Real Property ID No.: _____
including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency).....\$ 165,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: **First American Title Insurance Company**

Escrow Agent's Contact Person:

Escrow Agent's Address: c/o Stefanie Lollis, 2233 Lee Road, Suite 110, Winter Park, Florida 32789

Escrow Agent's Phone: 407-691-5276

Escrow Agent's Email: slollis@firstam.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within N/A days (3 days if left blank)

after Effective Date \$ **N/A**

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date☐ within N/A days (3 days if left blank) after expiration of Feasibility Study Period\$ N/A

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ N/A

(d) Other: N/A\$ N/A

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds\$ 165,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____

prorating areas of less than a full unit. The purchase price will be \$_____ per unit based on a

calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in

accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the

calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before _____, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

4. **Closing Date:** This transaction will close on or before December 19, 2015 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

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5. **Financing: (Check as applicable)**

- (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.
- (b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.
- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows: _____
The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.
- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. **Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

7. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

- (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at **(Check one)** ☐ **Seller's** ☒ **Buyer's** expense and **(Check one)** ☒ within 30 days after Effective Date ☐ at least _____ days before Closing Date, **(Check one)**
- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

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(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 15 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☒ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

~~Taxes on deed~~
~~Recording fees for documents needed to cure title~~
~~Title evidence (if applicable under Paragraph 7)~~
Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: Taxes on the deed; title evidence; owner's title policy; search; examination; and related charges.

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 5 of 7 pages.

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(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

16. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

~~**19. Brokers:** The brokers named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.~~

- (a) N/A (Seller's Broker)
will be compensated by ☐ Seller ☐ Buyer ☒ both parties pursuant to ☐ a listing agreement ☐ other
(specify): N/A
- (b) N/A (Buyer's Broker)
will be compensated by ☐ Seller ☐ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of
compensation ☐ other (specify): N/A

20. Additional Terms:

See Exhibit "A" Addendum to Contract For Sale and Purchase, Exhibit "B" City Services Easement, Exhibit "C" Sketch and Descriptions, and "Exhibit D" Release of Option Land attached hereto and incorporated herein by reference.

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

The Salvation Army, a Georgia Corporation

Buyer: *E. Bradford Bailey* Date: 11/23/15

Print name: E. BRADFORD BAILEY, VICE PRESIDENT

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

City of Orlando, A Florida Municipal Corporation

Seller: _____ Date: _____

Print name: Laurie Bolts, Real Estate Division Manager

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counter offer.)

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EXHIBIT "A"

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

THE CITY OF ORLANDO, A FLORIDA MUNICIPAL CORPORATION, SELLER

AND

THE SALVATION ARMY, A GEORGIA CORPORATION, BUYER

1. BUYER shall have thirty (30) days from the Effective Date of this contract (the inspection period) to arrange for and conduct, at BUYER'S expense, such inspections, tests, appraisals, and investigations as BUYER deems necessary including, but not limited to soil and other testing and studies as may be required to determine the presence or absence of "Hazardous Material" as herein defined, and located on the property. SELLER shall give BUYER full access to the property at all reasonable times to conduct such tests, examinations, surveys, and studies as BUYER may deem reasonable. SELLER shall have no responsibility to cure any defects determined by BUYER'S inspections of the property, if any. Such tests and studies may include soil borings, environmental studies, surveys and any other activities that BUYER deems desirable. During this inspection period, BUYER may terminate this contract for any reason at BUYER'S sole discretion. If BUYER elects to terminate the contract, the deposit shall be returned to BUYER and the parties shall be released of all further obligations and liabilities under the contract. SELLER shall provide to BUYER within 5 days of the effective date of this contract copies of all surveys, environmental reports, appraisals, assessments, notices, or reports of any kind that are in SELLER'S possession.

For purposes of this Agreement, 'Hazardous Material' shall mean (i) any petroleum or petroleum based products, hazardous, toxic or dangerous waste, substance or material defined or listed as such in (or for the purposes of) CERCLA, SARA, FWPCA, RCRA or any other environmental law as now or at any time hereafter in effect, (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§261.20-261.24, inclusive, and those extremely hazardous chemical substances listed under Section 302 of SARA and toxic or hazardous chemical substances listed under OSHA, and (iii) any asbestos or asbestos containing substances whether or not the same are defined or listed as hazardous, toxic, dangerous waste, a dangerous substance or dangerous material in any environmental law; in any such case in quantities or concentrations requiring remediation or subjecting such substance or waste to regulation.

2. SELLER represents and warrants the following:

- (a) There are no pending actions or claims against SELLER or the property under any environmental law, regulation, or ordinance; and SELLER has not received notice in any form of such an action or claim or possible action or claim.
- (b) To the best of SELLER'S knowledge and belief, there are no contaminants, pollutants, man-made substances, toxic or hazardous substances on or in the property or on any adjacent property.
- (c) The property is not now and to the best of the SELLER'S knowledge, never has been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, process or in any manner deal with Hazardous Material.

The foregoing representations and warranties are true and correct as of the date hereof and shall be true and correct as of the date of closing and such representations and warranties shall survive closing.

- 3. The disposition of the subject property is contingent upon City Council approval.
- 4. This Contract will be construed under Florida law. The location for settlement of any claims, controversies or disputes arising out of or relating to any part of this agreement, or any breach hereof, shall be Orange County, Florida.
- 5. SELLER represents the property is vacant, and not encumbered by any tenancy, and prior to closing herein will remove any and all personal property from the property. BUYER shall confirm, prior to closing herein, and as a condition thereof, that the property has been properly vacated and that any and all personal property has been removed from the property.
- 6. The consideration described herein constitutes full and complete compensation to SELLER for the Property as well as any and all fees for professional services or other costs incurred by SELLER during negotiations with the BUYER for acquisition for the Property.
- 7. This Contract sets forth the entire understanding of the parties hereto and there are no other agreements or representations, prior or present, which shall be binding on SELLER or BUYER unless specifically included in this Contract. Any prior or present representations, negotiations or agreements between the parties which are not specifically set forth herein are deemed to have merged herein and are extinguished hereby to the extent not contained herein. This Contract may not be amended in any manner other than by written instrument signed by all parties hereto, and no other modification (whether oral, by course of conduct or otherwise) shall be binding on any party.
- 8. Simultaneously with the real estate closing, the BUYER will grant to the SELLER a permanent City Services Easement in substantially the form attached as EXHIBIT

"C". The City Services Easements is primarily for existing sidewalk and City facilities that may be located on the property and identified by survey. The survey will memorialize the exact legally described area for the City Services Easement and will be provided by the SELLER. The Easement will be recorded in the public records of Orange County, Florida as a covenant running with the land.

9. The disposition of the subject property is subject to Creative Village Development, LLC (CVD) releasing subject property from Option Agreement, Master Development, and all other related agreements for land not necessary for CVD's redevelopment. This release will be in substantially the form attached as Exhibit "D".

SELLER:

City Of Orlando, A Florida
Municipal Corporation

By: _____

Laurie Bolts

Real Estate Division Manager

Date: _____

BUYER:

The Salvation Army, a Georgia
Corporation

By: _____

Print Name: F. BRADFORD BAILEY, VICE PRESIDENT

Print Title: _____

Date: 11/23/15

EXHIBIT "B"

**THIS INSTRUMENT PREPARED BY
& RETURN TO:**
Roy K. Payne
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
(407) 246-2295

CITY SERVICES EASEMENT

THIS INDENTURE, made this ____ day of _____, 2015, by and between **The Salvation Army**, a Georgia non-profit corporation, whose mailing address is: 1424 N.E. Expressway, Atlanta, GA, 30329, hereinafter referred to as "**Grantor**," and **City of Orlando, Florida**, a municipal corporation created and existing under and by virtue of the laws of the State of Florida, situated in Orange County, Florida, hereinafter referred to as "**Grantee**," whose address is 400 South Orange Avenue, Orlando, Florida 32801:

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent, perpetual easement for the provision of City services, such right to include, but not be limited to, the perpetual right to enter upon said easement at all times and construct, lay, reconstruct, operate, maintain, inspect or repair all lines, mains, pipes, fixtures, sidewalks, ditches, accessories, and all appurtenances thereto for the purpose of providing City services through, under, and upon the following property situated in the County of Orange, State of Florida, more particularly described as follows:

See Legal Description of Easement Areas attached hereto as "Exhibit C".

For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the pipes, line, mains, sidewalks, ditches, accessories, and appurtenances thereto. The Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purposes of exercising the rights herein granted.

The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of said land in fee simple; that it has good, right and lawful authority to sell and convey the said easement, and that the real property described above is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year above written.

Signed in the presence of Two Witnesses:

GRANTOR:

The Salvation Army, a Georgia non-profit corporation (Corporate Seal)

Signature _____

By: _____

Print Name: _____

Printed Name: _____

Signature _____

Title: _____

Print Name: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, the undersigned authority, by _____, as _____, of The Salvation Army, a Georgia non-profit corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☐ who has produced _____ as identification.

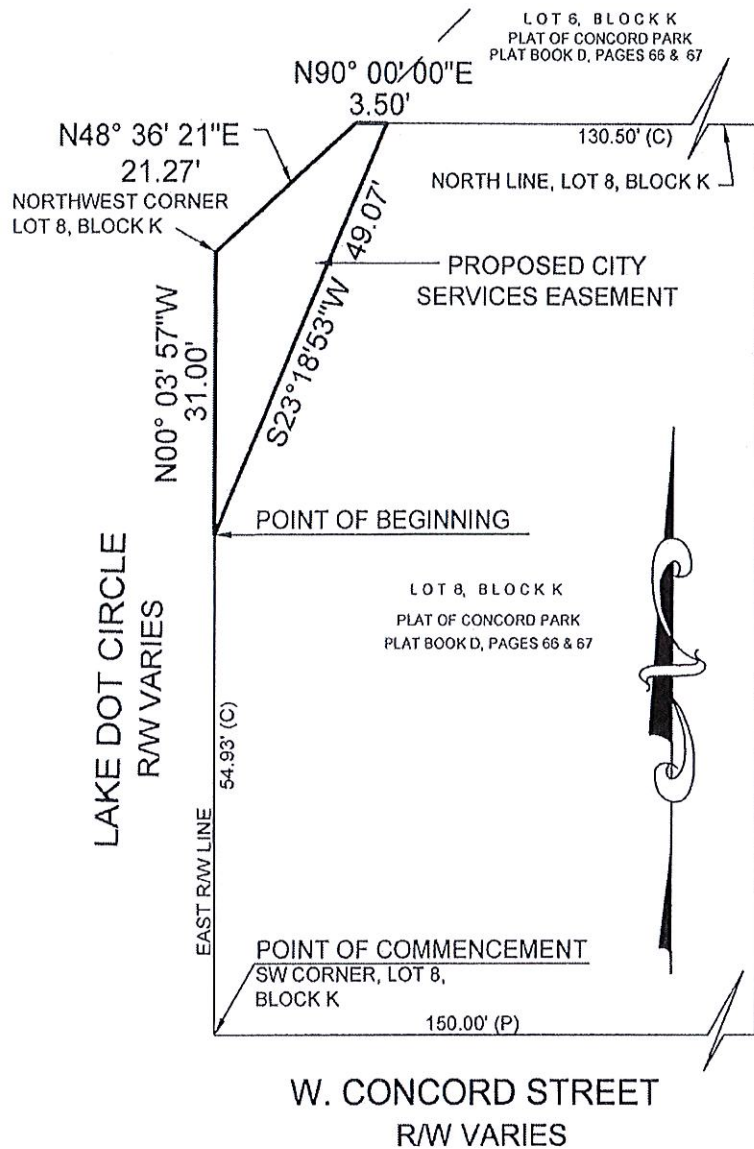
WITNESS my hand and official seal this _____ day of _____, 2015.

Notary Public

Print Name: _____

My commission expires: _____

SKETCH & DESCRIPTION



LOT 6, BLOCK K
PLAT OF CONCORD PARK
PLAT BOOK D, PAGES 66 & 67

LEGAL DESCRIPTION:

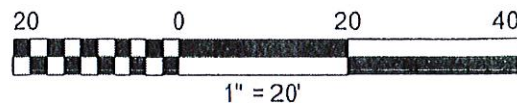
A portion of Lot 8, Block K, Plat of Concord Park as recorded in Plat Book D, Pages 66 and 67 of the Public Records of Orange County, Florida; being more particularly described as follows:

COMMENCE at the Southwest corner of said Lot 8, Block K, also being the intersection of the East Right of way line of Lake Dot Circle and the North Right of Way line of W. Concord Street; thence N 00°03'57"W along said East Right of Way line a distance of 54.93 feet for a POINT OF BEGINNING; thence continue N 00°03'57"W along said East Right of Way line, a distance of 31.00 feet to the northwest corner of said Lot 8, Block K; thence continue along the southerly Right of Way line of Lake Dot Circle, N48°36'21"E, a distance of 21.27 feet to a point on the north line of said Lot 8, Block K, thence N90°00'00"E along said north line a distance of 3.50 feet; thence departing said north line, S23°18'53"W a distance of 49.07 feet to the POINT OF BEGINNING.

I hereby certify that this survey has been prepared under my direction and that this survey has been prepared in accordance with the adopted "Standards of Practice" as required by Chapter 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida State Statutes.

Containing 326.5 square feet, more or less

Richard D. Allen
Professional Surveyor and Mapper No. 6922
This survey is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.



CITY OF ORLANDO

Survey Services Section
400 South Orange Avenue, 8th Floor
Orlando, Florida 32802
p. 407.246.3319 f. 407.246.2892

Project Number: 15-107

Requested By: GREEN

Date of Survey: N/A

Approved By: RDA

Drafted By: MER

Checked By: RDA

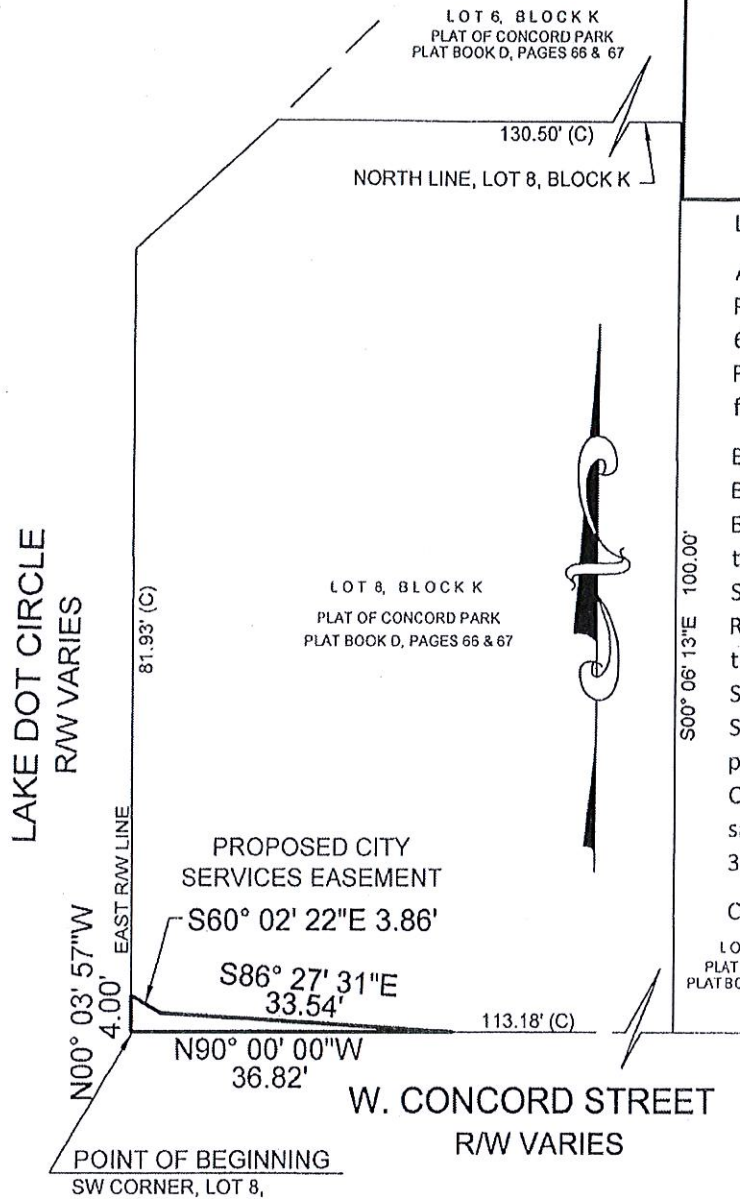
Date Drawn: 08/15/15

Scale: 1" = 20'

Sheet:

1
of
1

SKETCH & DESCRIPTION



LEGAL DESCRIPTION:

A portion of Lot 8, Block K, Plat of Concord Park as recorded in Plat Book D, Pages 66 and 67 of the Public Records of Orange County, Florida being more particularly described as follows:

BEGIN at the Southwest corner of said Lot 8, Block K, also being the intersection of the East Right of way line of Lake Dot Circle and the North Right of Way line of W. Concord Street; thence N 00°03'57"W along said East Right of Way line a distance of 4.00 feet; thence departing said Right of Way line, run S60°02'22"E, a distance of 3.86 feet; thence S86°27'31"E, a distance of 33.54 feet to a point on the North Right of Way line of W. Concord Street; thence N90°00'00"W along said North Right of Way line, a distance of 36.82 feet to the POINT OF BEGINNING.

Containing 44.8 square feet, more or less.

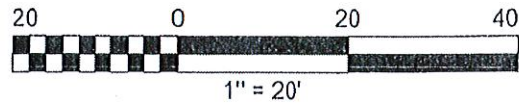
LOT 6, BLOCK K
PLAT OF CONCORD PARK
PLAT BOOK D, PAGES 66 & 67

I hereby certify that this survey has been prepared under my direction and that this survey has been prepared in accordance with the adopted "Standards of Practice" as required by Chapter 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida State Statutes.

Richard D. Allen

Professional Surveyor and Mapper No. 6922

This survey is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.



CITY OF ORLANDO

Survey Services Section
400 South Orange Avenue, 8th Floor
Orlando, Florida 32802
p. 407.246.3319 f. 407.246.2892

Project Number: 15-107

Requested By: GREEN

Date of Survey: N/A

Approved By: RDA

Drafted By: MER

Checked By: RDA

Date Drawn: 08/15/15

Scale: 1" = 20'

Sheet:

1 of 1

EXHIBIT "D"

RELEASE OF OPTION LAND

THIS RELEASE OF OPTION LAND ("Release"), dated _____, 2015 (the "Effective Date"), is entered into by and between **CREATIVE VILLAGE DEVELOPMENT, LLC.**, a Florida limited liability company ("CVD"), in favor of the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation ("City").

RECITALS

WHEREAS, CVD and the City entered into a Purchase Option Agreement dated February 25, 2011 ("Option Agreement"), for certain real property located in Orange County, Florida as more particularly described therein;

WHEREAS, at or about the same time CVD and the City also entered into a Master Development Agreement regarding the same property ("Master Development Agreement");

WHEREAS, the City has requested CVD to release from the Option Agreement, Master Development and all other related agreements (the "Agreements") land not necessary for CVD's redevelopment, to which CVD has agreed, and

WHEREAS, the Parties wish to properly document the release of the land from the Agreements and all obligations related thereto so that the City may dispose of it in the manner it deems most appropriate.

NOW THEREFORE in consideration of Ten Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which are acknowledged by each party to the other, the parties agree as follows:

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

2. **Release of Released Land from the Agreements.** For value received, CVD does hereby release and discharge from the Agreements that land located in Orange County, Florida, specifically described in **Exhibit "A"** attached hereto and made a part hereof ("Released Land"). CVD does hereby quitclaim unto the City all of CVD's interest in and to the Released Land CVD may otherwise have, hold or own in the Released Land. From this date forward the Released Land shall no longer be subject to any of the obligations described in the Agreements to the same extent as if the Released Land had never been subject to the Agreements.

3. **Governing Law.** This Release shall be construed, interpreted, enforced and governed by the laws of the State of Florida.

4. **Binding Effect.** This Release shall be binding upon and inure to the benefit of, the respective successors and assigns of the Parties.

5. **Entire Agreement.** This Release sets forth the entire agreement between the parties with respect to the Released Land and supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties related to the subject matter of this Release.

6. **Captions.** The captions and headings contained in this Release are for convenience of reference only and shall not be construed as limiting or defining in any way the provisions of this Agreement.

7. **Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder to carry out the intent of the parties hereto.

8. **Time is of the Essence.** Time is expressly declared to be of the essence with respect to the performance of all terms, covenants, provisions, and obligations of this Release.

9. **Severability.** In case any one or more of the provisions contained in this Release shall be invalid, illegal or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

10. **Attorneys' Fees.** In the event of a dispute in any substantive way related to this Release, the prevailing party shall be entitled to the recovery of all reasonable attorneys' fees and costs incurred in connection therewith, whether suit be brought or not. The term "attorneys' fees" as used in this agreement shall include, but is not limited to, reasonable attorneys' fees (including paralegal fees) incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment and the fees incurred in determining such amounts.

11. **Counterparts.** This Release may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed but one agreement. This Agreement may be signed by facsimile and/or e-mail scan and any such copy of a signature shall, for all intents and purposes, be deemed an original signature.

12. **Standing and Authority.** CVD is a Florida limited liability company, having been duly organized under the laws of the State of Florida. This Release and all other documents that are executed or to be executed by CVD and that are to be delivered to the City pursuant to this Release will be duly authorized, executed, and delivered by CVD, will be legal, valid, and binding obligations of CVD, will be sufficient to release the Released Land from the burdens, restrictions, covenants and obligations of the Agreements and will not violate any agreement to which CVD is a party or to which CVD is subject.

IN WITNESS WHEREOF, CVD has caused this Release of Option Land to be executed as of the day and year first above written.

**CREATIVE VILLAGE DEVELOPMENT,
LLC, a Florida limited liability company**

Witnesses:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ as _____ of CREATIVE VILLAGE DEVELOPMENT, LLC, a Florida limited liability company on behalf of the company. He is personally known to me or produced _____ as identification.

Notary Public
Print Name: _____

CITY OF ORLANDO

By: _____
Mayor/Pro Tem

Print Name: _____

Executed on _____, 2015

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida, only.

Attest:

By: _____
Celeste Brown, City Clerk

_____, 2015.

Assistant City Attorney

Witnesses:

(1) Sign: _____

Print Name: _____

(2) Sign: _____

Print Name: _____

State of Florida
County of Orange

The foregoing instrument was duly acknowledged before me on _____, 2015, by _____ and Celeste Brown, the _____ and City Clerk respectively of the City of Orlando, Florida, a Florida municipal corporation, on behalf of the City. They are personally known to me (____) or produced _____ as identification (____). (Check one)

Notary Public, State of Florida at Large
My commission expires: _____

(Notary Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF RELEASED LAND

Lot 8, Block K, CONCORD PARK ADDITION, Plat Book D, Pages 66 and 67, Orange County, Florida.