

**NEIGHBORHOOD STABILIZATION PROGRAM
TERMINATION AGREEMENT BETWEEN
THE CITY OF ORLANDO, FLORIDA AND
THE TREE OF LIFE MINISTRIES OF ORLANDO, INC.**

This agreement (herein the "Termination Agreement") to be effective as of _____, 2016, is made and entered into by and between the **City of Orlando, Florida**, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, (herein referred to as "City"), and **The Tree of Life Ministries of Orlando, Inc.**, a Florida nonprofit corporation, whose address is 10 S. Hiawassee Road, Orlando, FL 32835 (herein referred to as "Subrecipient").

RECITALS

A. Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA") appropriated funding for emergency assistance for the redevelopment of abandoned and foreclosed homes. The grant program established under HERA is commonly referred to as the Neighborhood Stabilization Program ("NSP") administered by the United States Department of Housing and Urban Development ("HUD"). City received NSP funds from HUD for such purposes. Additional funds were allocated to City for the same purposes under NSP 3.

B. City allocated NSP funds and NSP 3 funds to Subrecipient to acquire, rehabilitate and rent eight (8) homes, in accordance with the terms and conditions of Neighborhood Stabilization Program (NSP) Agreement for Rental Services between the City of Orlando, Florida and The Tree of Life Ministries of Orlando, Inc., dated July 14, 2009, and all amendments thereto. City also allocated NSP3 funds to Subrecipient to acquire, rehabilitate and sell three (3) homes, in accordance with the terms and conditions of Neighborhood Stabilization Program (NSP3) Agreement for Resale Services between the City of Orlando, Florida and The Tree of Life Ministries of Orlando, Inc., dated February 24, 2012, and all amendments thereto (both hereinafter referred to as "Agreements").

C. With those funds Subrecipient acquired the homes specifically identified in the special warranty deed attached hereto as Exhibit A ("Homes"). Subrecipient has been unable to fulfill its responsibilities set forth in the Agreements including specifically but not limited to its failure to pay real estate taxes owed, and does not have the ability to satisfy this obligation.

D. At City's request in accordance with the terms and conditions hereof, Subrecipient has agreed to convey the Homes to City. Thereafter the Agreements shall stand terminated.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged by each party to the other, the parties agree as follows:

1. Subrecipient will deliver to City within five (5) days from the date hereof, all tenant leases as well as current rent rolls for each tenant and all other persons occupying any of

the Homes for any reason. At the same time Subrecipient shall also deliver to City a complete list, including amounts, of all unpaid costs and expenses owed and any other possible claims which could be asserted for any and all matters, transactions and things related to or arising out of its ownership, maintenance or use of the Homes. The list shall also include a description of all conditions of the Homes, which could lead to injury or loss of life. Subrecipient shall continue to be solely responsible for the payment of any items and remedying of any conditions of the homes which could lead to injury or death, not fully disclosed to City in the listing. Upon receipt of the information, City shall have ten (10) days within which to cancel this Termination Agreement, in its sole and absolute discretion for any or no reason. City shall not be responsible for any items not disclosed which should have been on the list required herein.

2. Within ten (10) days from the date of this Termination Agreement, without any additional consideration other than as described herein, the parties shall close this transaction and Subrecipient shall convey the Homes to City by special warranty deed, a true copy of which is attached hereto and made a part hereof as **Exhibit "A"** ("Deed").

3. City will pay all recording fees, documentary stamp taxes, title search fees associated with the conveyance of the Homes and its attorney's fees. Subrecipient will pay its attorneys' fees and any other charges associated with this transaction.

4. Subrecipient agrees to indemnify City (including without limitation, all members of the Orlando City Council, officers, agents, employees and appointed officials of City), and save City harmless from and against any and all claims, actions, damages, liabilities (including statutory liability and liability under worker's compensation laws), and expenses in connection with: 1) loss of life, personal injury and/or property damage and/or destruction arising from Subrecipient's ownership or use of the Homes or any part thereof, and 2) any act or omission of Subrecipient or Subrecipient's agents, employees, contractors, sublessees, concessionaires, licensees, invitees or any other third parties, which has occurred or does occur for so long it owns any of the Homes.

5. City agrees to pay all real estate taxes owed and satisfy all code enforcement liens on the Homes.

6. The Agreements shall stand terminated as of the date the Deed is delivered and the closing related thereto is completed.

7. The prevailing party in any dispute arising out of or in any manner related to this Termination Agreement shall be entitled to recover from the other party reasonable attorneys' fees and costs for all pre-litigation, trial, appellate and bankruptcy proceedings, which shall be enforceable whether or not such action is prosecuted to judgment.

8. Subrecipient, City and each individual executing this Termination Agreement on its behalf and on behalf of the party it represents, hereby represents and warrants that such individual(s) and each party is/are duly authorized to execute and deliver this Termination Agreement and the deed conveying title to the Homes to the City.

9. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS TERMINATION AGREEMENT.

Signed, sealed and delivered in the presence of:

The Tree of Life Ministries of Orlando, Inc.
a Florida nonprofit corporation

Print name: _____

By: _____
Esther L. Washington,
As its President

Print name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Esther L. Washington, the President of The Tree of Life Ministries of Orlando, Inc., a Florida nonprofit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Notary Public State of Florida At Large
My Commission Expires:
Commission number: _____

CITY OF ORLANDO, FLORIDA, a Florida municipal corporation

By: _____

Print name: _____
Mayor/Pro Tem

Attest:

By: _____
Amy Iennaco, Interim City Clerk

Executed on _____, 2016

Witnesses:

(1) Sign: _____
Print Name: _____

(2) Sign: _____
Print Name: _____

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

Print Name: _____
Assistant City Attorney

Executed on _____, 2016

State of Florida
County of Orange

The foregoing instrument was duly acknowledged before me on _____, 2016, by _____ and Amy Iennaco, the _____ and Interim 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 photo identification ().
(Check one)

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

(Notary Seal)

EXHIBIT "A"

(Special Warranty Deed)

This document prepared by:

David P. Hopstetter, Esq.
Assistant City Attorney,
City of Orlando
Orlando City Hall
400 S. Orange Ave.
Orlando, FL 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of _____, 2016, by and between The Tree of Life Ministries of Orlando, Inc., a Florida nonprofit corporation, whose address is 10 S. Hiawasse Road, Orlando, FL 32835 ("Grantor"), and the City of Orlando, Florida, a Florida municipal corporation, whose address is 400 South Orange Ave, Orlando, FL 32801("Grantee").

WITNESSETH

That the Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the real property in Orange County, Florida, described as follows:

(See **Exhibit "A"** attached for a list of the properties conveyed by this instrument)

TOGETHER with all and singular tenements, hereditaments, immunities and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD THE SAME IN FEE SIMPLE FOREVER.

As authorized by corporate resolutions, a true copy of which is attached hereto as **Exhibit "B"**, Grantor hereby covenants with Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the land; that it fully warrants the title to the land and will defend the same against the lawful claims of all persons and parties claiming by, through or under Grantor, but against none other.

This conveyance is subject to: 1) covenants, conditions and restrictions of record, which encumbered the real property on the date it acquired title thereto, but none thereafter; 2) zoning and other prohibitions and regulations imposed by governmental authorities; 3) any and all Grantee code enforcement liens; 4) real estate taxes owed on the real property; 4) all mortgages in favor of Grantee, which shall not be merged in title by this conveyance; and 5) all declarations of restrictive covenants in favor of Grantee, which shall not be merged in title by this conveyance.

This conveyance does not constitute a conveyance or disposal of all or substantially all of Grantor's property within the meaning of Section 617.1202, Florida Statutes 2015.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

The Tree of Life Ministries of Orlando, Inc. a Florida nonprofit corporation

(Affix Corporate Seal)

By: _____
Esther L. Washington,
As its President

Attest:

Print name: _____
As its Secretary

Signed, sealed and delivered in the presence of:

Print name: _____

Print name: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Esther L. Washington and _____, as President and Secretary respectively of The Tree of Life Ministries of Orlando, a Florida nonprofit corporation, on behalf of the corporation, who () are personally known to me or () have produced _____ as identification.

(Notary Seal)

Notary Public State of Florida At Large

My Commission Expires: _____
Commission number: _____

Exhibit "A"
Legal Description of Tree of Life NSP Properties

Prop. #	Address	Legal Description
1	5515 Andora Street	LOT 23, BLOCK J, REPLAT MONTEREY SUBDIVISION UNIT 2, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK T, PAGE(S) 55, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. Parcel I.D. : 33-22-30-5700-10-230
2	5192 Andrea Blvd.	LOT(S) 9, BLOCK D, DOVER MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE(S) 18 AND 19, OF THE PUBLIC OF ORANGE COUNTY, FLORIDA. A/K/A 5192 ANDREA BOULEVARD, ORLANDO, FL 32807 Parcel I.D. : 33-22-30-2160-04-090
3	4703 Carmel Street	LOT 3, BLOCK D, SIGNAL HILL UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 99, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. Parcel I.D. : 08-22-29-8030-04-030
4	4708 Carmel Street	LOT 14, BLOCK B, SIGNAL HILL UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE(S) 99, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. Parcel I.D. : 08-22-29-8030-02-140
5	4815 Cherokee Rose Dr.	LOT 23, BLOCK D, SIGNAL HILL UNIT FIVE, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 70 AND 71, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. Parcel I.D. : 06-22-29-8038-04-230

Prop. #	Address	Legal Description
6	4277 Clarinda Street	LOT 12, BLOCK C, IVEY LANE ESTATES, SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 79, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. Parcel I.D. : 29-22-29-3931-03-120
7	4350 Clarinda Street	LOT 4, BLOCK D, IVEY LANE ESTATES-SECOND ADDITION, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 79, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. Parcel I.D. : 29-22-29-3931-04-040
8	5925 Danube Way	LOT 6, BLOCK 3, ENGLEWOOD PARK UNIT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK T, PAGE 136, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. Parcel I.D. : 34-22-30-2496-03-060
9	6329 Lyons Street	LOT 12, BLOCK 8, ENGLEWOOD PARK, UNIT NO. 3, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK V, PAGE 133, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. Parcel I.D. : 34-22-30-2500-08-120
10	5108 Nadine Street	LOT 37, BLOCK B, DOVER MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 18, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. Parcel I.D. : 33-22-30-2160-02-370
11	4863 Nantucket Lane	LOT 11, BLOCK F, SIGNAL HILL UNIT TWO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 136, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. Parcel I.D. : 07-22-29-8032-06-110