

## **PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida ("Seller"), and **THE VILLAGE OF ORLANDO, INC.**, a Florida NonProfit corporation ("Buyer"). Seller and Buyer are referred to separately as "Party" and collectively as "Parties" in this Agreement.

### **RECITALS:**

Seller is the fee simple owner of certain real property (the "Property"), located in Orlando, Florida, and more particularly described on Exhibit "A", attached hereto and incorporated herein. The Property is locally known as Nichols Apartments, with a street address of 541 South Cottage Hill Road, Orlando, Florida 32805 ("Nichols Apartments").

Buyer desires to renovate and remodel the Nichols Apartments to provide decent, safe, and sanitary housing targeted to homeless veterans with children and low income persons or families with a total Annual Anticipated Gross Income that does not exceed eighty percent (80%) of the area median income. Buyer is committed to community and economic development in the area where the Property is located and emphasizes housing transformation, economic expansion, and social and educational programming. Buyer plans to renovate and remodel the existing Nichols Apartments into fifty-eight (58) units (the "Units") for permanent attainable housing (the renovation of the Nichols Apartments and related work on the Property may be referred to in this Agreement collectively as the "Project").

Buyer has demonstrated its ability to revitalize disadvantaged areas, and Buyer has provided Seller with satisfactory evidence of sufficient and firm funding commitments for the acquisition, complete renovation and management of the Nichols Apartments through loan commitment(s) and other existing and available sources. Seller, therefore, desires to sell and convey the Property to Buyer to construct the Project, upon and subject to the terms and conditions of this Agreement.

### **AGREEMENT:**

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Buyer and Seller, Buyer and Seller hereby represent, warrant, covenant and agree as follows:

#### **1. Sale and Purchase.**

(a) Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the Purchase Price (defined below), subject to the terms and conditions set forth in this Agreement.

(b) Seller shall convey the Property to Buyer as described in this Agreement subject to the Permitted Exceptions (as defined below).



2. **Purchase Price.** Buyer agrees to pay to Seller at Closing (as defined below), the full purchase price (the "Purchase Price") for the Property, the sum of FOUR HUNDRED THOUSAND FOUR HUNDRED AND FIFTY-TWO NO/100 DOLLARS (\$400,452.00). The Purchase Price shall be paid in full at the Closing by Buyer to Escrow Agent (as defined below), by wire transfer of immediately available funds to an escrow account and Escrow Agent shall, in turn, shall pay to Seller the net proceeds due Seller from this sale, after adjustments, prorations and expenses provided for in this Agreement, by wire transfer of immediately available funds to a bank account designated by Seller.

3. **Earnest Money.** Within ten (10) business days following the Effective Date of this Agreement, Buyer shall deposit in escrow with Carlton Fields Jorden Burt, P.A. (the "Escrow Agent"), the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) as an earnest money deposit (the "Earnest Money"). The Earnest Money shall be held and disbursed by the Escrow Agent in accordance with the terms of this Agreement. In the event the transaction contemplated by this Agreement is closed, the Earnest Money shall be returned to Buyer and the full amount of the Purchase Price, as may be adjusted pursuant to this Agreement, shall be paid from the Financing (as hereinafter defined). In the event the transaction contemplated by this Agreement is not closed, the Earnest Money shall be disbursed in accordance with the provisions of this Agreement. In the event the Earnest Money is not deposited with Escrow Agent within the time required by this Agreement, the Seller may, in its discretion, elect at any time to terminate this Agreement.

4. **Due Diligence Items.** Buyer acknowledges that it has received copies of the following items from Seller ("Due Diligence Items"):

- (a) Boundary Survey: Number 41906, Dated 3/9/15;
- (b) Phase 1 and II Environmental Site Assessment, Terracon Project No. H1157028; and
- (c) Phase 1 Environmental Site Assessment Report, f3, Inc. Project Number 13.0262.

Buyer further acknowledges that Seller recently acquired the Property, has never operated the Property and has limited knowledge regarding the Property. Seller has no obligation, under this Agreement, to provide Buyer with any additional information regarding the Property, and Buyer will rely on its own due diligence investigation of the Property to determine all aspects of the Property's condition and suitability for the Project. Seller makes no representation or warranties concerning the Property unless specifically set forth in this Agreement and makes no representations or warranties concerning the accuracy or completeness of any of the Due Diligence Items.

5. **Title Commitment and Survey.**

(a) Attached hereto as Exhibit "B" is an Owner's Commitment for Title Insurance ("Title Commitment") from First American Title Insurance Company (the "Title Company") setting forth the status of the title of the Property. Escrow Agent will provide Buyer a copy of each recorded document referenced in the Title Commitment as a requirement to



issuance of a title policy or exception to title. Copies of such exception documents will be provided to Buyer as appearing in the Public Records, but legibility of such documents is not guaranteed.

(b) Buyer may, at Buyer's sole cost and expense, obtain a survey ("Survey") of the Property. Buyer acknowledges and agrees that the Closing (as defined below) and any other deadlines set forth in this Agreement may not be extended in order for Buyer to obtain, review, or object to any such Survey.

(c) If the Title Commitment and any Survey disclose any matters which render title to the Property unmarketable, then Buyer shall give Seller written notice thereof within fifteen (15) days after the Effective Date or the receipt of such items, whichever is later, specifying those matters shown on the Title Commitment which render title unmarketable and to which Buyer objects ("Objections"). All matters shown on the Title Commitment which are not made the subject of the Objections shall be "Permitted Exceptions."

(d) Seller shall have no obligation to cure any objection to title; however, if Buyer gives notice of Objections within the time period specified above, Seller, at its option, in its sole and absolute discretion, shall have the right to attempt to cure any reasonable title objection properly and timely made by Buyer if Seller elects to do so. In the event Seller is unable or elects not to cure any title objection properly and timely made by the Buyer, Seller shall so notify Buyer and Buyer shall have the right to either (i) terminate the Agreement and, upon such termination, the Agreement, shall terminate except for the rights, obligations and liabilities of the Parties that expressly survive the termination of the Agreement, or (ii) waive any and all title objections and proceed to Closing.

(e) In the event Seller does not respond to Buyer's notice of Objections, Seller shall be deemed to elect not to cure any title objections. Notwithstanding anything herein to the contrary, Seller shall not be required to cure any of Buyer's objections to title.

(f) Buyer may elect to obtain, at its expense, updates to the Title Commitment at any time prior to Closing. If such an update reveals any matter encumbering the Property which was not previously contained in the Title Commitment or a prior update thereto, then Buyer shall give Seller written notice thereof within fifteen (15) days after receipt of such updated Title Commitment, specifying those matters shown on the Title Commitment which render title unmarketable and to which Buyer objects ("New Objections"). All matters shown on any updated Title Commitment which are not made the subject of the New Objections shall be included within the definition of "Permitted Exceptions."

(g) Seller shall have no obligation to cure any objection to title; however, if Buyer gives notice of New Objections within the time period specified above, Seller, at its option, in its sole and absolute discretion, shall have the right to attempt to cure any reasonable title objection properly and timely made by Buyer if Seller elects to do so. In the event Seller is unable or elects not to cure any title objection properly and timely made by the Buyer, Seller shall so notify Buyer and Buyer shall have the right to either (i) terminate the Agreement and, upon such termination, the Agreement, shall terminate except for the rights, obligations and



liabilities of the Parties that expressly survive the termination of the Agreement, or (ii) waive any and all title objections and proceed to Closing.

(h) In the event Seller does not respond to Buyer's notice of New Objections, Seller shall be deemed to elect not to cure any title objections. Notwithstanding anything herein to the contrary, Seller shall not be required to cure any of Buyer's objections to title.

6. **Due Diligence Period.**

(a) Buyer shall have a maximum period of twenty (20) days, beginning on the Effective Date (the "Due Diligence Period"), during which time Buyer and its employees, agents, contractors, engineers, surveyors and representatives (collectively, "Consultants") shall have the right to enter the Property to make inspections, surveys, soil analysis and other non-invasive tests, studies and surveys, including without limitation, environmental tests, and analysis and studies within the Property, provided Buyer has given Seller reasonable prior notice in each instance. Buyer acknowledges and agrees that any and all entry onto the Property shall be at the sole risk of Buyer. Seller has no keys to the Property, does not occupy the Property and makes no representation or warranty concerning the safety, structural or otherwise, or habitability of the Property or any improvement thereon. Further, due to its nature, police and security patrols may monitor the Property, and Buyer shall provide advance notice to Seller of any proposed entry onto the Property to reduce the possibility that such security patrols will identify Buyer and its Consultants as intruders or trespassers. Buyer acknowledges that the Seller may, at its election, have a representative or agent present during the Buyer's or Consultants' access of the Property. Seller and its agents and representatives shall reasonably cooperate with Buyer and the Consultants in connection with any test or inspection. Notwithstanding the foregoing, if Buyer, wishes to engage in a Phase II environmental study or other testing or sampling of any kind with respect to soils or groundwater or other studies which would require test boring or other intrusions into the Property or which testing would otherwise damage or disturb any portion of the Property or the improvements thereon, Buyer shall obtain Seller's prior written consent thereto, which consent shall not be unreasonable withheld, conditioned, or delayed if the Phase I environmental study obtained by Buyer recommends the performance of a Phase II environmental study. If Seller approves any such testing, by any Consultant, Buyer shall be responsible for, and shall dispose of, all such test samples in accordance with applicable law at no cost or liability to Seller. Buyer shall provide to Seller copies of any and all independent tests, studies or test results obtained after the Effective Date and relating to the Property as soon as practical after Buyer's receipt thereof.

(b) In accessing the Property to perform tests and studies as permitted under this Section, Buyer shall not interfere unreasonably with Seller or Seller's agents. Buyer shall bear the cost of all inspections or tests undertaken by the Consultants and shall be responsible for and act as the generator with respect to any wastes generated by those tests. The Property shall be restored by Buyer or the Consultants to its original condition at Buyer's or the Consultants' sole expense following any site work by Buyer or any Consultant.

(c) To the fullest extent permitted by law, Buyer hereby indemnifies, exonerates, releases, will defend and hold harmless Seller, and its affiliates, successors and assigns, and their officers, elected and unelected officials, directors, attorneys, insurers,



employees, agents, from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, suits, fines, penalties, costs or expenses (including but not limited to reasonable consultants and attorneys' fees, or injuries to any persons or property (collectively, "Claims") arising out of or resulting from (a) the acts or omissions of Buyer or its Consultants; (b) the use, occupancy and presence of Buyer or its Consultants, within the Property; (c) any liens, charges or other encumbrances which may be filed or asserted against Seller or the Property due to the failure of Buyer to pay when due all bills incurred arising from Buyer or any Consultant's access to the Property and from the filing of any liens based on the acts or failures to act of Buyer or any Consultant, and (d) damage or loss of any kind to the Property caused by the acts or omissions of Buyer or its Consultants (collectively, the "Indemnity Scope"). Buyer's obligations under this indemnification provision shall survive any expiration or termination of this Agreement. This obligation to indemnify, exonerate, release, defend and hold harmless includes, without limitation, third-party Claims for contribution, attorneys' fees, Claims for injury or alleged injury of any kind to any persons (including, but not limited to, death) and for damages or alleged damages of any kind to any property, any violation or alleged violation of any federal, state or local environmental, health or safety laws or any "release" or "threatened release" of any "hazardous substance" arising from or in any way connected to the Indemnity Scope.

(d) Buyer shall obtain (or cause its contractor or consultant to obtain), at Buyer's sole cost and expense, from and after the Effective Date a policy of commercial general liability insurance covering any and all liability of Buyer and Seller with respect to or arising out of any investigative activities conducted by or on behalf of Buyer. Such policy of insurance shall be an occurrence policy and shall have liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability. Such insurance policy shall name Seller and its successors and assigns as an additional insured and shall be in form and substance and issued by an insurance company reasonably satisfactory to Seller. Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyer's right of inspection and the activities contemplated by this Agreement.

(e) If, prior to the end of the Due Diligence Period, Buyer finds any information or conditions relating to the Property that are objectionable to Buyer, in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller by no later than the end of the Due Diligence Period and, in such case, the Earnest Money shall be refunded promptly to Buyer. Upon such termination, neither Seller nor Buyer shall have any further rights, obligations or liabilities under or in connection with this Agreement, except for the rights, obligations and liabilities of the Parties that expressly survive the termination of the Agreement.

**7. Closing and Financing Timeline, Buyer's Obligations Pending Closing.**

(a) Subject to extension as provided elsewhere in this Agreement, and provided that all conditions precedent to the Parties' obligations to close set forth in this Agreement have been satisfied or waived in writing, the closing of the transaction contemplated by this Agreement (the "Closing") shall be held on a mutually agreeable date on or before ninety (90) days from the expiration of the Due Diligence Period (the "Closing Date"). The Closing



shall take place at the offices of the Escrow Agent at such time of day as may be mutually agreed upon by the Parties hereto. Neither Party shall be required to attend the Closing. Instead, the Closing may take place by means of an escrow arrangement pursuant to which each Party shall deliver to the Escrow Agent all fully executed documents and funds required by this Agreement, together with any desired escrow instructions that are not inconsistent with this Agreement.

(b) Buyer has received a Construction Proposal from Hosanna Building Contractors, Inc. dated August 10, 2016, in the sum of \$2,600,000 (the "Proposal"). Buyer represents and warrants that the Proposal represents the construction costs needed for the proposed renovation of the Nichols Apartments. Buyer has received a letter from Centennial Bank (the "Lender") dated October 6, 2016, approving Buyer's request for a loan in the amount of \$2,867,100 for the acquisition, renovation, and permanent financing of the Nichols Apartments (the "Financing"). Buyer represents that the Financing is in a sufficient sum, when taken with the grant from Orlando Utilities Commission and the Buyer's equity contribution, to (i) purchase the Property and (ii) and perform the proposed renovation of the Nichols Apartments. If, for any reason, Buyer is unable to close and obtain the Financing from Lender within thirty (30) days after the Effective Date, then neither Buyer nor Seller shall have any obligation to close the purchase and sale contemplated by this Agreement.

8. **Closing Conditions.**

(a) The Parties will execute and deliver documents reasonably necessary to consummate the sale-purchase transaction of the Property contemplated by the Agreement, including without limitation:

(i) A special warranty deed ("Deed"), in form approved by Seller, subject only to the Permitted Encumbrances;

(ii) Seller shall quitclaim (and Buyer shall accept), without recourse, representation or warranty, of any kind, all of Seller's right, title and interest, if any, in and to all inventory, furniture, furnishings, decorations and other tangible personal property ("Personal Property") existing and located upon the Property on the day of Closing (but excluding tangible personal property owned any third parties, pursuant to a bill of sale in in form approved by Seller ("Bill of Sale");

(iii) Seller shall release any mineral reservation reserved to the Seller pursuant to Section 270.11, Florida Statutes.

(iv) A closing statement executed by all Parties evidencing the financial terms of the transaction ("Closing Statement");

(v) Duly executed certificate of Seller stating Seller's U.S. Taxpayer Identification Number, and that Seller is not a "foreign person" within the meaning of the Internal Revenue Code for the purposes of substantiating exemption from the withholding provisions of the Tax Reform Act of 1984;



(vi) Instruments in form and substance satisfactory to Seller evidencing the status, capacity and authority of Buyer and its representatives to consummate the transaction contemplated by this Agreement; and

(vii) Seller shall deliver a release, in a form approved by the Title Company, of the special assessment liens against the Property running in favor of Seller listed in Schedule B-II as Items #10-13 of the Title Commitment.

(viii) Other documents or certifications reasonably requested by Seller or the Title Company.

(b) Buyer, at Buyer's sole cost and expense, shall deliver or cause to be delivered to Seller through the Escrow Agent federally wired funds, in an amount equal to the Purchase Price minus the Earnest Money and adjusted by the amount of any credits due or any items chargeable to Buyer under this Agreement all as set forth on the Closing Statement.

(c) Buyer shall pay all closing expenses of any kind, including, without limitation, (i) all recording fees payable in connection with the transfer of the Property; (ii) documentary stamp tax due in connection with the recording of the Deed, if any; (iii) all title premiums or search charges incurred by Buyer for the Title Commitment, and (iv) the costs of any Survey obtained by Buyer, and (v) all financing expenses.

(d) There shall be no proration of any ad valorem and similar taxes and assessments, if any, relating to the Property and Seller will not be responsible for any ad valorem taxes or any assessments.

(e) Buyer shall notify all water, gas, electric and other utility companies servicing the Property (collectively, "Utility Companies") that as of the date of Closing, Buyer shall own the Property and that all utility bills for the period commencing on the date of Closing are to be sent to Buyer. If any of the Utility Companies sends Seller a bill including any time after the Closing Date, Buyer and Seller will prorate the cost between themselves outside of Closing with Buyer responsible for all costs after Closing and Seller responsible for costs prior to Closing.

(f) Subject to the Permitted Encumbrances and the other matters described herein, Seller shall deliver possession of the Property to Buyer on the date of Closing.

(g) Buyer shall have closed on the Construction Financing contemporaneously with the Closing, and the Construction Financing must be deemed sufficient, in Seller's reasonable judgment, to permit Buyer construct the Project in its entirety.

9. **Seller's Covenants.** From the Effective Date through the end of the Due Diligence Period, Seller shall (i) maintain the Property in its present condition, subject to normal wear and tear, it being agreed, however, that Seller will not be required by this Agreement to make any repairs to the Property or to bring the Property into compliance with any applicable governmental requirements, (ii) not enter into any leases for the Property without Buyer's consent, (iii) not enter into any long-term service or maintenance contracts regarding the



Property without Buyer's consent that are not cancellable by Buyer without penalty upon thirty (30) days advance notice.

10. **Representations and Warranties.**

(a) Seller's representations and Warranties. Seller represents and warrants to Buyer as follows:

(i) Seller has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement and the other agreements and documents to be executed and delivered by Seller pursuant to the provisions of this Agreement have been duly authorized by all necessary municipal action on the part of Seller.

(ii) Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

(iii) To Seller's knowledge, there are no pending or threatened condemnation or similar proceedings to take any portion of the Property by power of eminent domain.

(b) Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

(i) Buyer is a NonProfit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the power and authority to carry on its business as now being conducted and to own and operate the properties and assets now owned and being operated by it.

(ii) Buyer has the requisite legal power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement and any other agreements and documents to be executed and delivered by Buyer pursuant to the provisions of this Agreement have been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered on behalf of Buyer and is a legal, valid, and binding obligation of Buyer enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights.

(iii) Neither the execution, delivery or performance of this Agreement by Buyer nor the consummation of any of the transactions provided for in this Agreement will (i) violate or conflict with any provision of the respective Certificates of Formation or the Operating Agreements of Buyer; (ii) result in any breach of or default by Buyer under any provision of any material contract or agreement of any kind to which Buyer is a party or by which Buyer is bound or to which the properties or assets of the Buyer is subject; or (iii) is prohibited by, or requires Buyer to obtain or make any consent, authorization, approval, registration or filing under, any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency, board, bureau, body, department or authority.



(iv) There are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction, of any kind now pending or, to Buyer's knowledge, threatened or proposed in any manner, or any circumstances which should or could reasonably form the basis of any such action, suit, proceeding or investigation, involving Buyer or any of its respective properties or assets that: (i) questions the validity of this Agreement; or (ii) seeks to delay, prohibit or restrict in any manner any action taken or contemplated to be taken by Buyer under this Agreement.

(v) Buyer has supplied Seller with cost estimates for the Project setting forth the total sums needed to renovate the Nichols Apartments and otherwise complete the Project. Furthermore, the documents, commitments and other evidence provided to Seller of Buyer's present financial ability to fully fund the Project are complete and accurate.

**11. Occupancy, Construction and Completion Requirements.**

(a) Buyer represents and warrants to Seller that it will, itself or acting through its Consultants, remodel and renovate the Nichols Apartments so that all of the apartment units can be operated in the future as a "best-in-class" mixed income multifamily residential community. The Project shall result in renovated residential units for residents or tenants with mixed-incomes. In accordance therewith, Buyer shall target occupancy of a majority of the Units by low income persons or families with a total Annual Anticipated Gross Income, as may be identified by Seller from time to time, that does not exceed eighty percent (80%) of the area median income, which shall include targeting occupancy of twenty (20%) percent or more of the Units by homeless families, with a preference given to veterans and their families.

(b) No later than three (3) months after the date of Closing, Buyer shall make an application for a building permit to construct/renovate the Project (the "Building Permit"). Buyer shall pursue obtaining the Building Permit with diligence and shall respond promptly to comments, question, or denials from the applicable governmental authorities, including, without limitation, the submission of any required revisions to any plans, specifications or other submittals, on an expedited basis. Upon issuance of the Building Permit, Buyer shall proceed without interruption to complete the construction/renovation of the Project. After commencement of construction activities, Buyer shall diligently pursue construction/renovations of the Project, without interruption, until completion, which shall be evidenced by the issuance of a final certificate of occupancy for the entire Project. Buyer shall complete construction/renovation of the Project within one (1) year after Closing. Buyer's pursuit of and completion of construction/renovation of the Project shall in all instances be subject to extension for delays caused by any event or cause that is reasonably beyond the control of Buyer, including, without limitation, flood, storm, hurricane, fire, war, terrorist attack, civil disturbance, labor dispute, strike, material shortage, or other act of God (collectively, a "Force Majeure Event").

(c) To ensure completion of the Project, Buyer shall cause its contractor to obtain payment and performance bonds guaranteeing completion of the Project in form and content satisfactory to Seller, in Seller's reasonable discretion.



(d) Buyer acknowledges that the quality of the Project as proposed by Seller and as depicted on Exhibit "C" is a substantial consideration in Seller's decision to sell the Property to Buyer. Accordingly, Buyer agrees that it will construct the Project to the standards as generally described to Seller, and the site plans, construction plans and other matters submitted to Seller for review it is regulatory capacity shall reflect the high quality of the Project as so described.

(e) All construction shall be completed in a good, workmanlike manner and all of Buyer's designers and contractors will comply with all applicable City of Orlando codes, laws, zoning, rules and regulations, as well as any other applicable government and regulator entities and agencies.

(f) Buyer shall encourage its contractors, subcontractors, designers, and any others working on the construction of the Project, to comply with the City's Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Ordinance set forth in Chapter 57, Articles II and III of the Orlando City Code. Also, Buyer shall hold a workforce outreach event on or near the Property to provide another opportunity for area community residents to access construction jobs related to the Project.

(g) Buyer shall not sell or convey the Property, or any interest therein, or any controlling interest in Buyer, until a Certificate of Occupancy has been issued by the Seller in accordance with its governmental functions, for the completed Project.

(h) In the event that Buyer fails to commence the construction/renovation of the Project within the time periods required by this Section 11, Seller may elect (in its sole and absolute discretion) to either (i) repurchase the Property from Buyer for the Purchase Price at no cost to Seller except the Purchase Price and the Property shall be reconveyed to Seller with no encumbrances on title that were not in existence at the Closing, or (ii) at Seller's discretion, direct Buyer to list the Property for sale with a broker selected by Seller and with the listing price equal to the Purchase Price plus broker's commission.

(i) In the event that Buyer fails to complete the construction/renovation of the Project within the time periods required by this Section 11, and subject to any Force Majeure Event, Seller may elect (in its sole and absolute discretion) to either (i) repurchase the Property from Buyer for the Purchase Price, plus all sums paid by Buyer for both hard and soft construction costs for improvement to the Property, and the Property shall be reconveyed to Seller with no encumbrances on title that were not in existence at the Closing, or (ii) at Seller's discretion, direct Buyer to list the Property for sale with a broker selected by Seller and with the listing price equal to the Purchase Price, plus the above-referenced construction costs and broker's commission. Seller's remedies under this Section 11(i) may only be exercised after Seller has given Buyer no less than thirty days' prior written notice of any alleged failure to timely complete the construction/renovation of the Project, which notice shall sufficiently describe what action Seller believes is necessary to complete the construction/renovation of the Project, and during which time Buyer may complete the construction/renovation. In the event that Seller, after proper notice, elects to proceed under Subsection (ii) of this Section 11(i), Buyer may complete the construction/renovation at any time prior to a sale to a third-party. In either



event, upon Buyer's completion of the construction/renovation, Seller's remedies under this Section 11(i) shall terminate.

(j) The terms of this Section 11 shall run with the land and may be memorialized by Seller in a recordable memorandum, the form and substance of which will be acceptable to Buyer in its reasonable discretion, and may be recorded in the Public Records of Orange County, Florida, contemporaneously with or after Closing, as determined by Seller.

(k) Notwithstanding anything to the contrary contained herein, Seller hereby agrees that the provisions of this Section 11 shall become subordinate to the interest of Lender at the time Lender disburses fifty percent (50%) of the Financing and, if so requested, Seller shall execute a recordable subordination agreement evidencing the same in form and substance reasonably acceptable to Buyer, Seller, and Lender.

12. **Agents.** Seller and Buyer each represent and warrant to the other that it has not engaged the services of any agent, broker, or other similar party who is seeking a commission in connection with this transaction. Each Party shall indemnify and hold the other Party harmless from any and all claims made by a third party claiming by or through the Party from whom indemnification is sought, for the payment of any commission, finder's fee or similar payment due in connection with the purchase by Buyer of the Property.

13. **Notices.**

(a) Any notice under this Agreement shall be in writing and shall be deemed to have been served and received (i) when delivered in person to the address set forth below for the party to whom the notice is given, (ii) within 3 business days if placed in the United States mail, return receipt requested, addressed to such Party at the address specified below, (iii) the next business day if deposited into the custody of FedEx Corporation to be sent by FedEx Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to the Party at the address specified below, or (iv) upon transmission if electronically transmitted to the Party at the email address or telecopy number listed below, provided that the electronic transmission is confirmed by the recipient on the date of the transmission.

(b) Addresses:

Seller's Address:

City of Orlando  
400 South Orange Avenue  
P.O. Box 4990  
Orlando, Florida 32802-3370  
Attn: Laurie J. Botts, Real Estate Manager

Buyer's Address

The Village of Orlando, Inc.  
3014 Orange Center Blvd.  
Orlando, FL 32805  
Attn: Allen T.D. Wiggins

With a Required Copy to:

Carlton Fields Jorden Burt, P.A.  
450 South Orange Avenue, Suite 500  
Orlando, Florida 32801

With a Required Copy to:

Lowndes, Drosdick, Doster, Kantor  
& Reed, P.A.  
215 North Eola Drive



Attn: Daniel L. DeCubellis

Orlando, Florida 32801  
Attn: William T. Dymond

Escrow Agent:

Carlton Fields Jorden Burt, P.A.  
450 South Orange Avenue, Suite 500  
Orlando, Florida 32801  
Attn: Daniel L. DeCubellis

From time to time either Party may designate another address or telecopy number under this Agreement by giving the other Party advance written notice of the change.

14. **Termination, Default, and Remedies.**

(a) If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Agreement on or before the date of Closing for any reason other than Seller's prior failure to perform Seller's material obligations under this Agreement, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to Buyer on or before the date of Closing and retain the Earnest Money as liquidated damages and not as a penalty or forfeiture, whereupon neither Party hereto shall have any further rights or obligations hereunder except those which expressly survive termination of the Agreement.

(b) If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement on or before the date of Closing or fails to perform any of Seller's material obligations hereunder for any reason other than due to Buyer's prior failure to perform Buyer's material obligations under this Agreement, then Buyer, at Buyer's option, shall have the right to (i) terminate this Agreement by giving written notice thereof to Seller on or before the date of Closing and receive the Earnest Money, and neither Party hereto shall have any further rights or obligations hereunder except those which expressly survive termination of the Agreement and (ii) file an action for damages equal to Buyer's out of pocket expenses incurred by Buyer during the Due Diligence Period to investigate the Property, but with a maximum claim for such out of pocket expenses equal to the sum of the Earnest Money actually deposited by Buyer in accordance with this Agreement. Buyer waives any and all other remedies, including specific performance.

(c) In no event shall Buyer or Seller be liable for any special, indirect, punitive, exemplary, incidental or consequential loss or damages of any natures howsoever caused, and whether based on contract, tort (including negligence), indemnity, strict liability or any other theory of the law.

15. **Entire Agreement.** This Agreement and any written addenda and all exhibits hereto (which are expressly incorporated herein by this reference) shall constitute the entire agreement between Buyer and Seller; no prior written or prior or contemporaneous oral promises or representations shall be binding. All prior understandings and agreements between the Parties with respect to the subject matter of this Agreement are merged within this Agreement, which alone fully and completely sets forth the understanding of the Parties with respect thereto. This Agreement shall not be amended, changed or extended except by written instrument signed by both Parties hereto.



16. **Successors and Assigns.** Subject to the restrictions on transfer set forth in this Agreement, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto. In no event shall Buyer have any right to delay or postpone the Closing to create a partnership, corporation or other form of business association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance. This Agreement is for the sole benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereunder.

17. **Assignment.** This Agreement is personal to Seller and Buyer and Seller and Buyer shall not be entitled to assign such rights under this Agreement without prior written consent of Seller, provided no consent shall be required if the proposed assignee is an Affiliate (defined below), of Buyer. No assignment shall cause a release of Buyer's obligations pursuant to this Agreement. An "**Affiliate**" of Buyer shall mean any Entity in which Buyer shall have a controlling ownership interest and for which Buyer will perform developer services. "**Entity**" means any corporation (including any non-profit corporation), sole proprietorship, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the Parties hereto.

18. **Time of the Essence.** Time is of the essence under this Agreement.

19. **Taking Prior to Closing.** If, prior to Closing, the Property or any portion thereof becomes subject to a taking by virtue of eminent domain, Buyer may, in Buyer's sole discretion, either (i) terminate this Agreement and neither Party shall have any further rights or obligations hereunder, or (ii) proceed with the Closing of the transaction with an adjustment in the Purchase Price to reflect the net square footage of the Property after the taking.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

21. **Attorneys' Fees.** If any action or proceeding is commenced by either Party to enforce their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, neither Party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees and court costs, in addition to any other relief awarded by the court. The provisions of this Section will survive the Closing or the termination of this Agreement.

22. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

23. **Business Days.** If the date of Closing or the day for performance of any act required under this Agreement falls on a Saturday, Sunday, or legal holiday, then the date of



Closing or the day for such performance, as the case may be, shall be the next following regular business day.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

25. **Exhibit "D".** Buyer acknowledges that the Property may have been built prior to 1978 and lead-based paint and lead-based paint hazards may be present on the Property. Exhibit D - Disclosure Of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards, is attached hereto and incorporated herein for all purposes.

26. **Fire and Other Casualty.** In the event of damage by fire or other casualty to the Property prior to the Closing requiring immediate repair or demolition of a "material portion of the Improvements," as determined by Seller, in the exercise of Seller's municipal functions, Buyer may, in Buyer's sole discretion, either (i) terminate this Agreement and neither Party shall have any further rights or obligations hereunder, or (ii) proceed with the Closing.

As used herein, the term "*material portion of the Improvements*" shall mean those Improvements for which the "cost of demolition" would exceed two hundred fifty thousand dollars (\$250,000.00).

As used herein, the term "*cost of demolition*" shall mean an estimate of the actual cost of demolition obtained by Buyer from a reputable independent contractor, selected by Buyer and reasonably approved by Seller, regularly doing business in the county in which the Property is located.

27. **Extensions.** The Real Estate Manager for the City of Orlando, Florida, in her absolute discretion, may act on Seller's behalf in connection with any and all actions required deemed expedient of Seller as described in this Agreement and that in her discretion, she may on behalf of Seller (and with Buyer's approval or upon Buyer's request), elect to extend each and every deadline or any timeframe set forth in this Agreement for a period of up to ninety (90) days. Any requests for extension(s) by Buyer based upon Financing-related requirements shall be given particular consideration.

28. **Disclaimer.** Buyer represents and warrants that Buyer has, or shall have inspected and conducted tests and studies of the Property, and that Buyer is or will be familiar, in all respects, with the condition of the Property. Buyer represents and warrants that Buyer is acting, and will act only, upon information obtained by Buyer directly from Buyer's own inspection of the Property and that no person acting on behalf of Seller is authorized to make, and that no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in this Agreement.

29. **As Is, Where is Condition.** BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF SELLER'S OFFICERS, DIRECTORS, ELECTED OR UNELECTED OFFICIALS, EMPLOYEES, MEMBERS, PRINCIPALS, OR AFFILIATES NOR ANY OF



THEIR AGENTS OR REPRESENTATIVES HAS MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES, MATERIALS OR WASTES, POLLUTANTS OR CONTAMINANTS, MOLD, OR OTHER CONDITIONS AFFECTING HEALTH AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY; (XII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIII) DEFICIENCY OF ANY DRAINAGE; (XIV) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XV) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, SINKHOLE, FLOOD ZONE OR OTHER NATURAL HAZARD; (XVI) SERVICE OF THE PROPERTY BY WATER, POWER AND/OR ANY OTHER UTILITY; OR (XVII) WITH RESPECT TO ANY OTHER MATTER. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS," AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY.

30. **Hazardous Materials.** If Buyer discovers any hydrocarbon substances, polychlorinated biphenyls, or any other hazardous or toxic substances, wastes or materials (as determined under federal, state or local law then in effect), asbestos or asbestos-bearing materials or other environmental condition subject to legal requirements for corrective action or affecting the Property, Buyer shall immediately notify Seller, and if such discovery is made after the



Closing, Buyer shall cause the condition to be corrected in accordance with applicable law. FROM AND AFTER THE CLOSING, BUYER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, APPOINTED OFFICIALS, AND AGENTS (COLLECTIVELY, "SELLER ENTITIES") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, INVESTIGATORY EXPENSES, CLEAN-UP COSTS AND REASONABLE ATTORNEY'S FEES OF WHATEVER KIND OR NATURE (COLLECTIVELY, "CLAIMS") ARISING FROM OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OTHER ASPECT OF THE PROPERTY, NO MATTER WHETHER EARLIER DISCOVERABLE OR NOT AND ANY EFFORT OF BUYER AND/OR BUYER'S CONTRACTORS TO CORRECT THE SAME. THIS INDEMNIFICATION DOES NOT APPLY TO THE EXTENT ANY INDEMNIFIED MATTERS ARE CAUSED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY SELLER ENTITIES. Buyer's obligations of indemnity set forth herein shall survive the Closing and shall not be merged with the Deed.

31. **Waiver of Trial By Jury.** BUYER AND SELLER HEREBY AGREE AS FOLLOWS: (A) EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION (AN "ACTION") BASED UPON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY RELATED DOCUMENTS, INSTRUMENTS, OR AGREEMENTS (WHETHER ORAL OR WRITTEN AND WHETHER EXPRESS OR IMPLIED AS A RESULT OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT, OR OTHER ACTION OF EITHER PARTY); (B) NEITHER OF THEM MAY SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (C) NEITHER OF THEM WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND (D) NEITHER OF THEM HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

32. **Sovereign Immunity.** Seller is a Florida municipal corporation whose limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Seller beyond that provided in section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of Seller's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law.

33. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be



obtained from your county public health department. [Note: This paragraph is provided for informational purposes.]

**Signatures appear on following pages**



*Seller Execution Page*

**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed on the day and year indicated above.

**SELLER**

**CITY OF ORLANDO, FLORIDA,**  
a municipal corporation of the State of Florida

By: \_\_\_\_\_  
Laurie Botts, as  
Real Estate Division Manager

Approved as to form and legality  
For the use and reliance of the  
City of Orlando only

\_\_\_\_\_, 2016

\_\_\_\_\_  
Assistant City Attorney

**ATTEST:**

\_\_\_\_\_  
City Clerk



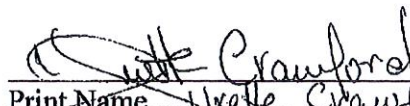
*Buyer Execution Page*

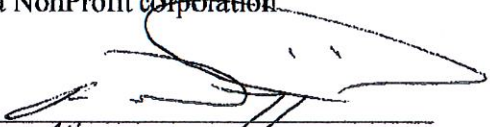
**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed on the day and year indicated above.

  
Print Name Desheila Rumph-Wallace

**BUYER**

**THE VILLAGE OF ORLANDO, INC.**  
a Florida NonProfit corporation

  
Print Name Wretha Crawford

By:   
Name: Allen Wiggins  
Its: President



## **EXHIBIT "A"**

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

BEGIN 9 CHAINS EAST AND 16.5 CHAINS SOUTH OF THE QUARTER SECTION POST ON THE NORTH LINE OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 3.30 CHAINS; EAST 11.5 CHAINS; NORTH 3.15 CHAINS; WEST 11.5 CHAINS, LESS THAT PART EAST OF ROAD, AND THE SOUTH 15 FEET LYING WEST OF VINELAND ROAD OF THE FOLLOWING DESCRIBED PROPERTY:

BEGIN 9 CHAINS EAST AND 3.45 CHAINS SOUTH OF THE QUARTER SECTION POST OF THE NORTH BOUNDARY OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE RUN SOUTH 13.05 CHAINS; THENCE RUN EAST 11.50 CHAINS, THENCE NORTH 13.91 CHAINS; THENCE WEST 11.53 CHAINS TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

ALSO DESCRIBED AS:

THAT PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LAKE SUNSET SHORES, AS RECORDED IN PLAT BOOK S, PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°12'00" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LONG STREET (A 60 FOOT RIGHT OF WAY) FOR A DISTANCE OF 518.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MAGRUDER AVENUE AS SHOWN ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 75190-2505, SHEET 9, LAST REVISED 6/75 AND A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1462.69 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 01°00'20" FOR A DISTANCE OF 25.67 FEET; SAID CURVE HAVING A CHORD BEARING OF SOUTH 00°23'59" EAST; THENCE SOUTH 00°54'09" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 192.35 FEET TO THE WESTERLY EDGE OF EXISTING PAVEMENT; THENCE RUN SOUTH 44°12'11" WEST ALONG SAID WESTERLY EDGE OF EXISTING PAVEMENT FOR A DISTANCE OF 7.06 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CARTER STREET AS SHOWN ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP; THENCE RUN SOUTH 89°18'31" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 516.33 FEET; THENCE RUN NORTH 00°00'37" EAST FOR A DISTANCE OF 222.06 FEET TO THE POINT OF BEGINNING.



**EXHIBIT "B"**  
(Title Commitment)

 <b>Schedule A</b>	<b><i>First American</i></b>	<b>Commitment for Title Insurance</b>  ISSUED BY  <b>First American Title Insurance Company</b>  <b>5011612 - 2037-3466758</b>
--	------------------------------	--

Customer Reference Number: 05184-Village of Orlando  
First American File Number: 2037-3466758

1. Effective Date: November 12, 2015 @ 8:00 A.M.
  
2. Policy or Policies to be issued:  
Insurance: Proposed Amount of
  - a. Owner's Policy  
ALTA Owner's Policy of Title Insurance (6-17-06) \$0.00  
(with Florida modifications)  
  

Proposed Insured:

The Village of Orlando, Inc., a Florida not for profit corporation
  
  - b. Loan Policy  
ALTA Loan Policy of Title Insurance (6-17-06) \$TBD  
(with Florida modifications)  
  

Proposed Insured:

To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy.
  
  - c. \$  
  

Proposed Insured:

Premium: \$
  
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple



4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

The City of Orlando, Florida, a municipal corporation of the State of Florida, by virtue of Book 10904, Page 8613 and Book 10909, Page 3347

5. The land referred to in this Commitment is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

Carlton Fields Jorden Burt, P.A.

By: \_\_\_\_\_  
Authorized Countersignature for Carlton Fields Jorden Burt, P.A.  
(This Schedule A valid only when Schedule B is attached.)



**First American**

# Exhibit A

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3466758**

Customer Reference Number: 05184-Village of Orlando

First American File Number: 2037-3466758

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

BEGIN 9 CHAINS EAST AND 16.5 CHAINS SOUTH OF THE QUARTER SECTION POST ON THE NORTH LINE OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 3.30 CHAINS; EAST 11.5 CHAINS; NORTH 3.15 CHAINS; WEST 11.5 CHAINS, LESS THAT PART EAST OF ROAD, AND THE SOUTH 15 FEET LYING WEST OF VINELAND ROAD OF THE FOLLOWING DESCRIBED PROPERTY:

BEGIN 9 CHAINS EAST AND 3.45 CHAINS SOUTH OF THE QUARTER SECTION POST OF THE NORTH BOUNDARY OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE RUN SOUTH 13.05 CHAINS; THENCE RUN EAST 11.50 CHAINS, THENCE NORTH 13.91 CHAINS; THENCE WEST 11.53 CHAINS TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

ALSO DESCRIBED AS:

THAT PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LAKE SUNSET SHORES, AS RECORDED IN PLAT BOOK S, PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°12'00" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LONG STREET (A 60 FOOT RIGHT OF WAY) FOR A DISTANCE OF 518.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MAGRUDER AVENUE AS SHOWN ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 75190-2505, SHEET 9, LAST REVISED 6/75 AND A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1462.69 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 01°00'20" FOR A DISTANCE OF 25.67 FEET; SAID CURVE HAVING A CHORD BEARING OF SOUTH 00°23'59" EAST; THENCE SOUTH 00°54'09" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 192.35 FEET TO THE WESTERLY EDGE OF EXISTING PAVEMENT; THENCE RUN SOUTH 44°12'11" WEST ALONG SAID WESTERLY EDGE OF EXISTING PAVEMENT FOR A DISTANCE OF 7.06 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CARTER STREET AS SHOWN ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP; THENCE RUN SOUTH 89°18'31" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 516.33 FEET; THENCE RUN NORTH 00°00'37" EAST FOR A DISTANCE OF 222.06 FEET TO THE POINT OF BEGINNING.





**First American**

# Schedule BI

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3466758**

Customer Reference Number: 05184-Village of Orlando  
First American File Number: 2037-3466758

### **REQUIREMENTS**

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - a. Deed conveying the land from The City of Orlando, Florida, a municipal corporation of the State of Florida, signed in the name of the city or town by the mayor or some other person authorized by the charter, in the presence of two subscribing witnesses, duly attested by the city clerk and sealed with the municipal seal, to The Village of Orlando, Inc., a Florida not for profit corporation. In connection with said deed, we will further require:
    - i) Production of a certified copy of the municipal charter;
    - ii) Certified copy of a proper resolution of the governing body of the municipal corporation authorizing a sale of the property. The certified copy of the governing body's resolution should be attached to the deed of conveyance and recorded with it;
    - iii) Satisfactory evidence of compliance with all requirements regarding conveying municipal property contained in the municipal charter; and
    - iv) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

- b. Mortgage encumbering the land from The Village of Orlando, Inc., a Florida not for profit corporation, to To Be Determined, in the principal amount of \$TBD. In connection with said mortgage we will further require:
- 1) Production of a copy of the documents creating and governing ; e.g. articles of association, articles of incorporation and by-laws (the "Enabling Documents"), with an affidavit affixed thereto that they are true copies of the Enabling Documents and all amendments thereto, and that the Corporation has not been dissolved;
  - 2) Certified copy of the resolution of the governing body of the corporation setting forth the terms, conditions and consideration for which the corporation is authorized to encumber its property. The resolution must further identify the officers authorized to execute the mortgage and other closing document on behalf of the corporation;
  - 3) Certified incumbency certificate showing the identity of the officers authorized to execute the mortgage on behalf of the corporation;
  - 4) The Corporation must have been formed prior to the date of acquisition;
  - 5) Current Certificate from the Secretary of State that said Corporation is active and current;
  - 6) Satisfactory evidence of compliance with all requirements regarding encumbering the Corporation's property contained in the Enabling Documents; and
  - 7) The Company reserves the right to amend the commitment, including, but not limited to, the addition of further requirements and /or exceptions as it deems necessary based upon a review of any of the documentation required above.
5. In relation to the Notice(s) of Commencement, recorded in Book 10975, Page 5900, on August 31, 2015, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.
6. Furnish Company a Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company and all other parties in interest; and, meeting the Florida Minimum Technical Standards for all land surveys. Upon receipt and review of such survey, the Company reserves the right to make such additional requirements and/or to modify the legal description set forth on Schedule A as it may deem necessary.
7. Note: The following is for informational purposes only and is given without assurance or guarantee: 2015 taxes show **PAID** in the gross amount of \$9,958.53 for Tax Identification No. 33-22-29-0000-00046.
8. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.
9. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmens' liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.





**First American**

# Schedule BII

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3466758**

Customer Reference Number: 05184-Village of Orlando  
First American File Number: 2037-3466758

### **PART II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Cable Television Installation Agreement by and between American Television and Communications Corporation d/b/a Cablevision of Central Florida and Earl M. Crittenden recorded January 23, 1987 in Book 3855, page 4749.
10. City of Orlando Special Assessment Liens recorded November 7, 2011 in Book 10290, Page 5227.
11. City of Orlando Special Assessment Liens recorded January 5, 2012 in Book 10315, Page 2399.
12. City of Orlando Special Assessment Liens recorded January 5, 2012 in Book 10315, Page 2401.
13. City of Orlando Special Assessment Liens recorded April 8, 2015 in Book 10549, Page 2944.
14. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
15. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).



Note: All of the recording information contained herein refers to the Public Records of Orange County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

**Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

**Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

11/16/2015

Re: Customer Reference Number: **05184-Village of  
Orlando**  
First American File Number: **2037-3466758**

Property Address: **541 S. Cottage Hill Rd., Orlando, FL**

**YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.**

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

**REFINANCE TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

**SALES TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.





## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

## EXHIBIT "C"

2015

*Opportunity to Redevelop  
In Orlando, Florida, Cottage Hill Rd.*



THE  
VO  
THE VILLAGE OF ORLANDO, INC.



**EXHIBIT "D"**

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR  
LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure (initial)**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check [i] or [ii] below):
- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). \_\_\_\_\_
  - (ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check [i] or [ii] below):
- (i) \_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). \_\_\_\_\_
  - (ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment (initial)**

- (c) \_\_\_\_\_ Buyer has received copies of all information listed above.
- (d) \_\_\_\_\_ Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

- (e) \_\_\_\_\_ Buyer (check [i] or [ii] below):  
(i) \_\_\_\_\_ has received, or will receive during the Option Diligence Period, as defined and set forth in the attached Contract between Seller and Buyer, a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
(ii) \_\_\_\_\_ has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

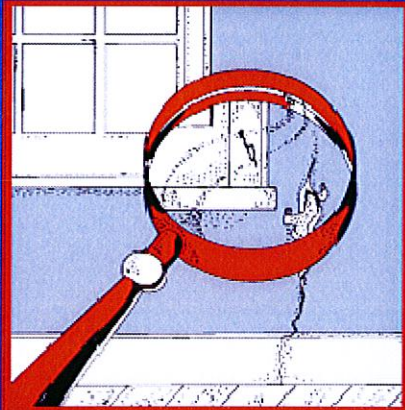
- (f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

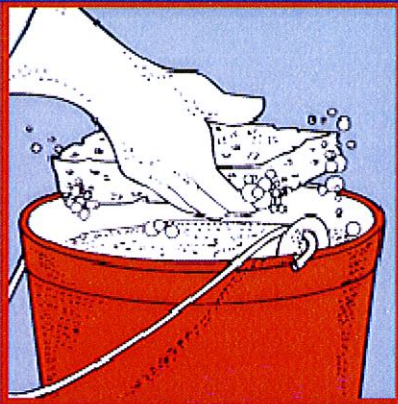
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Buyer	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date






# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development



## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.



# IMPORTANT!

## **Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly**

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

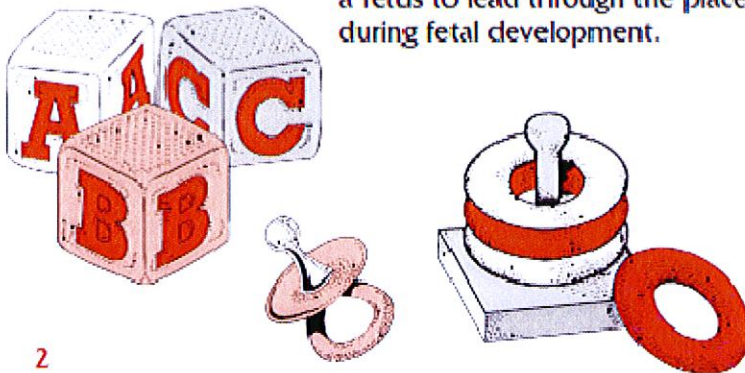
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.





## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

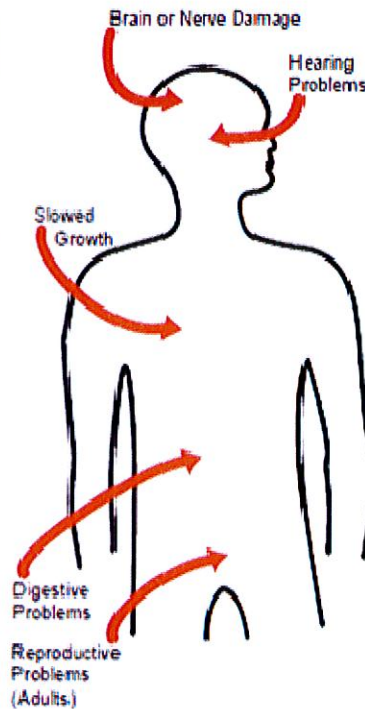
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects  
the body in  
many ways.**

## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.



## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

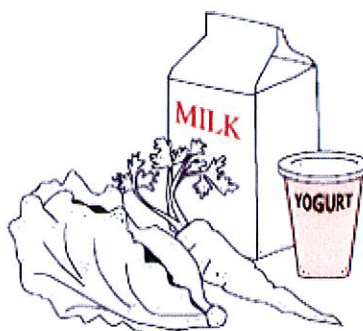


## What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windowsills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.



## Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint.** These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

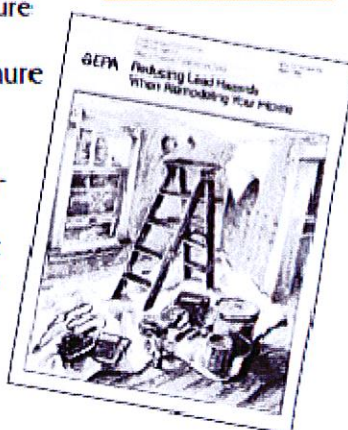
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

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While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

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◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

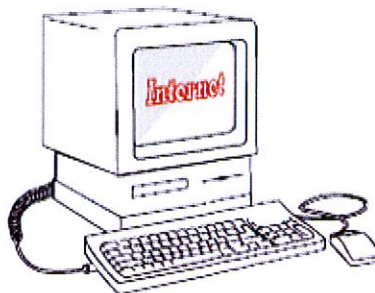


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

## EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985



## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

**Eastern Regional Center**  
Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

**Western Regional Center**  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

**Central Regional Center**  
Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

**U.S. Department of Housing and Urban Development**  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

## Simple Steps To Protect Your Family From Lead Hazards

### **If you think your home has high levels of lead:**

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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