



## PROPERTY INFORMATION PACKAGE

# RENOVATE & RESELL RICHMOND II

LIVE & ONLINE AUCTION • 11 AM • THURSDAY • OCTOBER 17

**PREVIEW:** Wednesday, October 16, 2019 @ 10:45 am - 12:15 pm

**PROPERTY 8:** 1508 Overlook Street, Richmond, Virginia 23224

**FEATURES:** 3 bedrooms / 1 bathroom, 940± SF home, 6,478± SF lot



- 19 single family homes
- 1 and 2-story homes
- 5 properties in North Richmond and 14 properties in South Richmond

### Auction Location Greater Richmond Convention Center

(804) 783-7300

403 N. 3rd Street,  
Richmond, VA 23219

### Terms:

- \$5,000 Deposit Due Day of Sale Per Property
- Balance Due at Closing on/or before 45 days from Seller Acceptance
- 10% Buyer's Premium

Sales are subject to Richmond Redevelopment & Housing Authority and U.S. Department of Housing & Urban Development approval. Please visit the website for complete preview information, property list, photos, and information! Buyers shall rely on their own information, judgement, and inspection of the property and records. All announcements from the Auction block take precedence over any printed or advertised material. This property will be sold subject to any applicable Federal, State, and/or local Government Regulations. This property sold AS IS, WHERE IS. Not responsible for accidents or injuries. 191710



[auction@higgenbotham.com](mailto:auction@higgenbotham.com)  
800-257-4161 • [RRHAAuction.com](http://RRHAAuction.com)

# LIVE & ONLINE AUCTION

**Date/Time:** Thursday, October 17, 2019, 11:00AM

**Sale Site:** Greater Richmond Convention Center  
403 N. Third Street, Richmond, VA 23219

**Preview:** Wednesday, October 16, 2019, 10:45AM-12:15PM

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**PROPERTY NO.:** 8

**LOCATION:** 1508 Overlook Street, Richmond, VA 23224

**NEIGHBORHOOD:** Bellemeade

**DESCRIPTION:** -Bedrooms: 3                      -Home Size (SF): 940±  
-Bathrooms: 1                      -Lot Size (SF): 6,478±

**PROPERTY ID#:** S007-1329-049

**TAXES:** \$0.00 (NOTE: RICHMOND REDEVELOPMENT & HOUSING AUTHORITY (RRHA) IS A NON-PROFIT ENTITY AND DOESN'T PAY PROPERTY TAXES). REASSESSMENT AND PROPERTY TAXES MAY BE LEVIED UPON TRANSFER OF TITLE TO THE PROPERTY.

**VALUATION:** City-Assessed Value: \$58,000                      Zillow™ Estimate: \$78,551

**UTILITIES:** Currently turned off. Water, Sewer, Drainage and Natural Gas serviced by City of Richmond. Electricity is serviced by Dominion Virginia Power. Telephone and Cable TV is owner's choice.

**ZONING:** R-5, City of Richmond

**SCHOOLS:**                      ELEMENTARY                      MIDDLE SCHOOL                      HIGH SCHOOL  
- Oak Grove                      -Boushall                      -Wythe

**TERMS:** Bidding Live and Online

- \$5,000 Earnest Money Deposit (personal or business checks only) due at live auction or within 48 hours after the close of auction if bidding online
- \$5,000 credit card authorization required to bid online
- 10% Buyer's Premium
- All deposit funds are non-refundable upon Acceptance of Offer
- Acceptance of Offer within 30 days of the Auction
- Offer is subject to RRHA and U.S. Department of Housing & Urban Development (HUD) Approval
- Remainder of Purchase Price in cash due at Closing
- Closing no later than 45 days upon Acceptance of Offer

## Information Disclaimer

The data provided in this due diligence packet was compiled from a number of sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all of the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller make any warranty or representation as to the validity or accuracy of any information provided.

# **TABLE OF CONTENTS**

SECTION ONE-	MAPS OF PROPERTIES AND AUCTION SALE SITE
SECTION TWO-	FREQUENTLY ASKED QUESTIONS
SECTION THREE-	INSPECTION SCHEDULE, LIABILITY WAIVER CHECK-IN FORM
SECTION FOUR-	LEAD-BASED PAINT DISCLOSURE
SECTION FIVE-	TITLE INFORMATION
SECTION SIX-	AUCTION TERMS & CONDITIONS, PURCHASE AND SALE AGREEMENT, SAMPLE DEED, WIRING INSTRUCTIONS

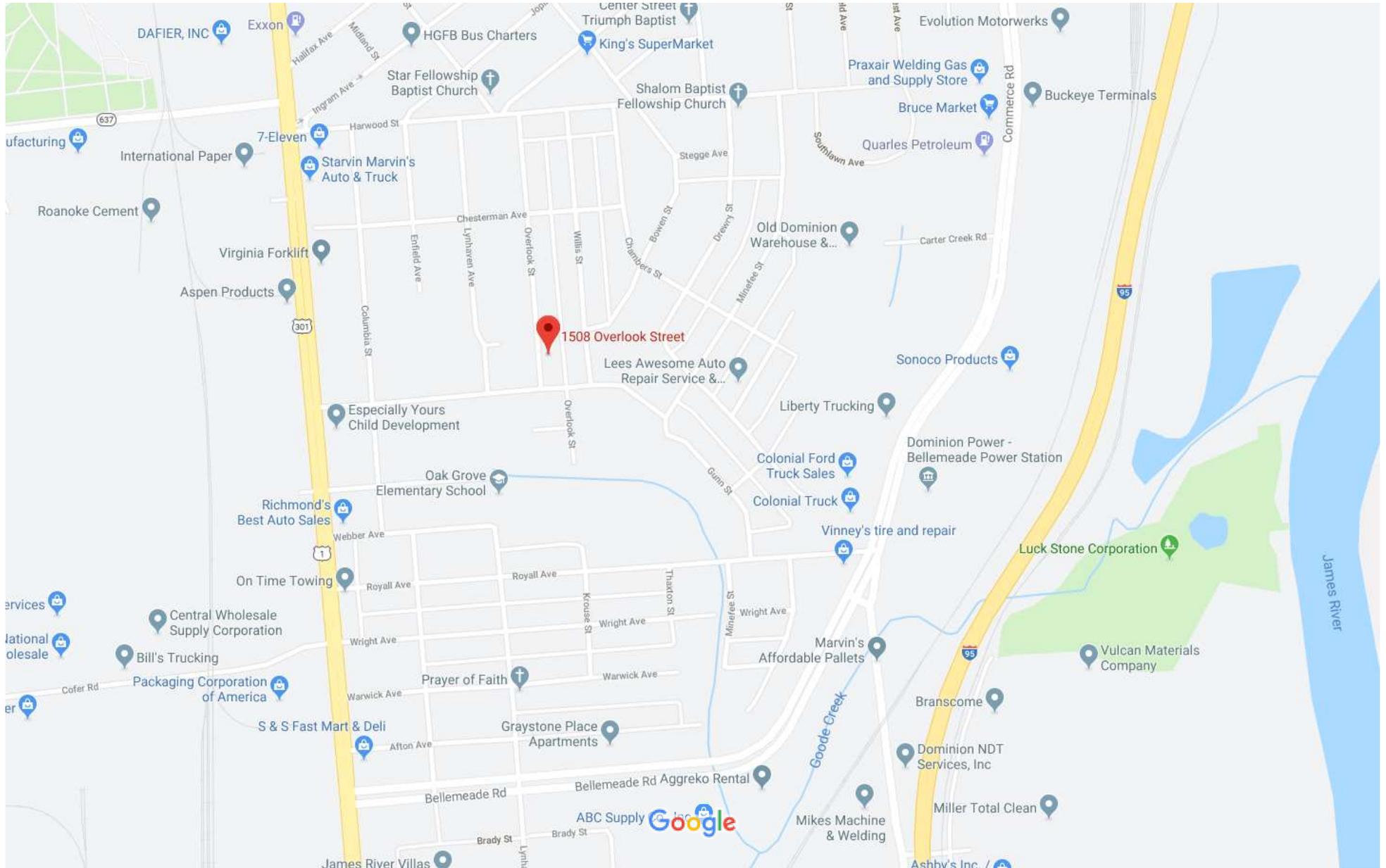
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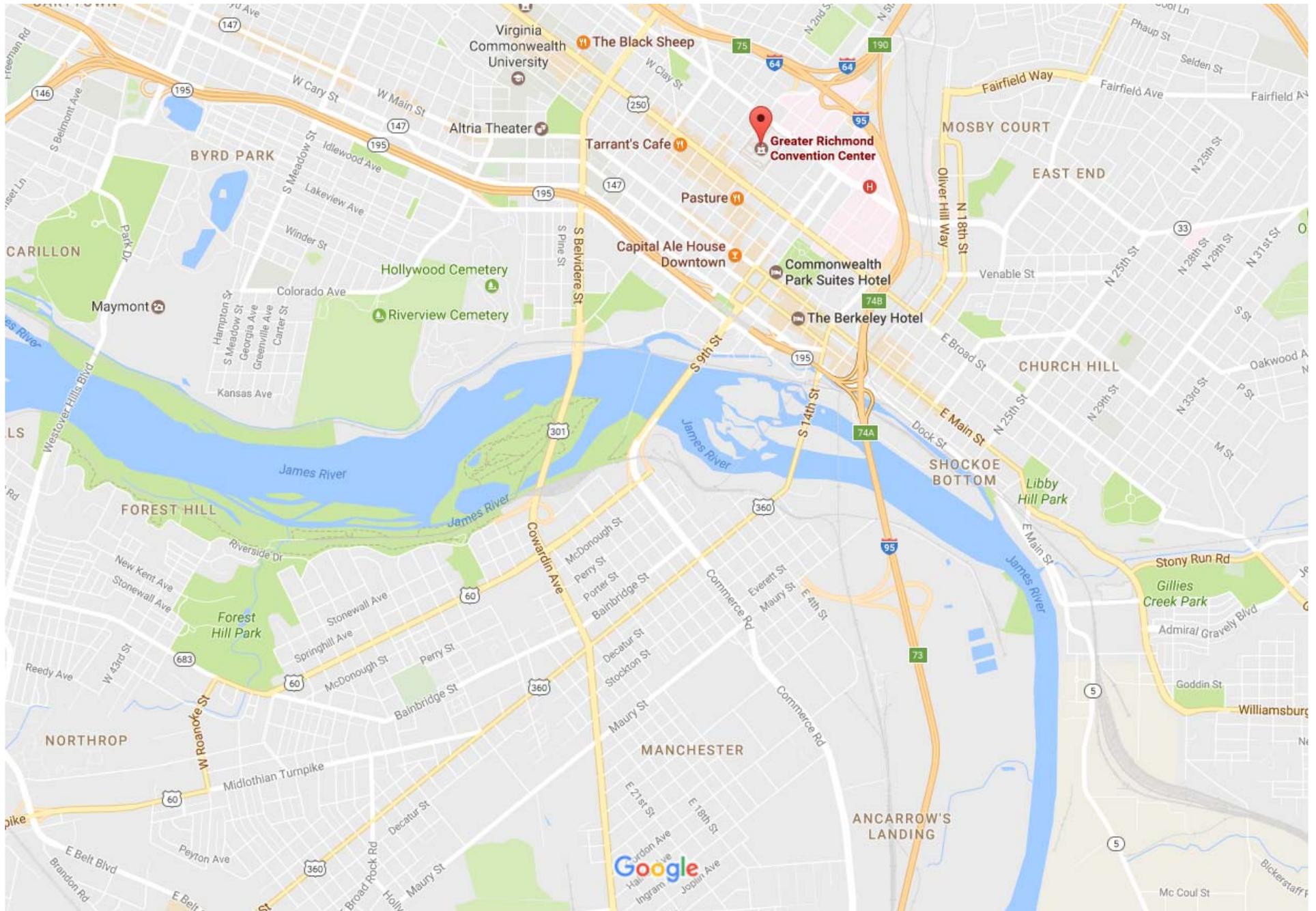
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# Google Maps 1508 Overlook St



Map data ©2019 500 ft



Map data ©2017 Google 2000 ft

# Frequently Asked Questions

## **This is my first auction and I'm not sure how to bid?**

### **Live In-Person Bidding**

**Step 1:** Register to bid by filling out the Terms and Conditions/Bidder Card form and receive a Bidder Card at the registration table. By registering to bid, the bidder acknowledges that they have reviewed and understood the information in the property information package and the Auction Purchase and Sale Agreement. The bidder also acknowledges that immediately following the property they've bid on is sold and they are the winning bidder, they are prepared to sign the Auction Purchase and Sale Agreement and pay the \$5,000.00 Earnest Money Deposit at that time. This deposit must be in the form of a Personal or Business check, made payable to Stewart Title (or your preferred escrow company). Stewart Title has already prepared the Preliminary Title Commitment so if you go to another escrow company, they will charge you for a new Preliminary Title Commitment.

**Step 2:** Determine how much you are willing to pay for the property you want to purchase. Since your needs and desires are unique, your evaluation of the property will be different from anyone else's.

**Step 3:** As the auctioneer progresses in his call for bids, simply raise your hand when you want to bid. If you're not sure if you're in or out, raise your Bidder Card again and the auctioneer will keep you in. He will not let you bid against yourself. The auction will be conducted under the total control of the Auctioneer.

**Step 4:** If you have any questions, please ask them prior to the bidding commencing. If you have further questions, motion for one of Higgenbotham's Auction Bidder Assistants. These Ringmen are there to help you understand the process completely.

### **Internet Bidding**

**Step 1:** In order to bid online, you must register with a valid credit/debit card (VISA, MasterCard or American Express). If using a desktop or laptop computer, register to bid by going to [www.RRHAAuction.com](http://www.RRHAAuction.com), then clicking on the "Online Bidding" button and register to bid.

**Step 2:** When you register, there will be a \$5,000.00 authorization placed on your credit/debit card. This means the funds will not be available for your use until after the auction. If you are the winning bidder, the authorization will be released within 2 business days of receipt of the signed Auction Purchase and Sale Agreement and your \$5,000.00 Earnest Money Deposit check clearing the bank. Credit/debit cards are not accepted for the Earnest Money Deposit – personal or business checks only. If you are not the winning bidder, the authorization will be released within 2 business days of the auction.

**Step 3:** Determine how much you are willing to pay for the property you want to purchase. Since your needs and desires are unique, your evaluation of the property will be different from anyone else's.

**Step 4:** You will be able to hear the auctioneer calling the bids for the auction if the audio on your computer/tablet/smartphone is turned on. You will also be able to see on the screen where the current bid is. If you want to bid, then you need to bid on the App when you want the property, and keep bidding until the auctioneer declares the property sold or how much you're willing to pay for the property, whichever is less.

## **If I'm the Winning Bidder, how do we proceed at that point?**

### **Live In-Person Bidding**

**Step 1:** You will sign a bidder acknowledgment form at the auction and then you will be escorted to a table to complete the Auction Purchase and Sale Agreement and tender your \$5,000.00 Earnest Money Deposit. You will receive a copy of the signed Auction Purchase and Sale Agreement and a receipt for your Earnest Money Deposit.

**Step 2:** The Richmond Redevelopment and Housing Authority and the U.S. Department of Housing and Urban Development will have up to 30 days to approve the Auction Purchase and Sale Agreement. Once they have approved the Agreement, you will have up to 45 days to complete your purchase and close escrow on the property. Also once they have approved the Agreement, your Earnest Money Deposit will be non-refundable. From that point on, if you do not close escrow on your purchase, you will forfeit that Earnest Money Deposit with no refund. The balance of the Total Purchase Price is due in cash at Closing.

### **Internet Bidding**

**Step 1:** You will be emailed an Auction Purchase and Sale Agreement to sign, scan and return by email or FAX within 24 hours of the auction. Your Earnest Money Deposit will be due at the Closing Agent's office no later than 48 hours after the auction. If the Closing Agent does not receive your Earnest Money Deposit within 48 hours after the auction, your credit/debit card may be charged \$5,000.00 as liquidated damages and is non-refundable, so be sure to get your Earnest Money Deposit to the Closing Agent within that 48 hour period!

**Step 2:** It is the same as Step 2 above.

### **What does the term "Reserve" mean?**

Under a reserve auction, the auctioneer will submit the highest and best bid to the Seller. The Seller has the right to accept or reject that bid. If the property is not labeled as "absolute," it will be sold on a reserve basis. At the commencement of the auction, all of the properties in this auction will be sold with reserve.

### **What is a Buyer's Premium?**

A Buyer's Premium is a percentage that is added to the bid price to determine the Total Purchase Price. In this auction there will be a 10% Buyer's Premium added to the successful bid amount to create the Total Purchase Price.

### **What if I am a Broker?**

We offer a Broker Participation Fee to any licensed Real Estate Broker who properly registers a client. The registration form must be completed at least 48 hours prior to the auction (no later than 10AM EDT, Monday, October 14, 2019). The registration form can be obtained by going to [www.RRHAAuction.com](http://www.RRHAAuction.com) or calling (800) 257-4161 to request a Broker Participation Form.

### **When can I inspect the properties?**

All property inspections will be held on Wednesday, October 16<sup>th</sup>. The time of each property's inspection is listed on our website, in the Property Information Package for each property and on the master schedule of inspections show in this Package.

### **What should I bring with me for the property inspection?**

Please fill out and bring with you the Auction Preview Registration Form and the Release of Liability and Indemnification Form in the Property Information Package. That will help you save time at the inspection. We also recommend wearing closed-toe shoes and to bring a flashlight.

**This Auction is at the Greater Richmond Convention Center. Where is the best place to park?**

The best place to park is at the Convention Center Parking Garage, located at 351 North 3<sup>rd</sup> Street, Richmond, VA 23219. Parking is a flat \$7.00 fee. Once parked there, you'll want to go to the 3<sup>rd</sup> floor of the garage and then take the skyway from the parking garage over to the Convention Center. When you enter the Convention Center, you will be arriving on the 2<sup>nd</sup> floor of the Convention Center. The auction is scheduled to be in rooms **E21B and E21C** and is adjacent to the Food Court. We've attached the floor plan for your convenience. Directions to the Convention Center are as follows:

**I-95 North Bound:**

Exit #74C Medical College of Virginia stay to the left and take Broad Street/State Capitol/Coliseum exit. Go west on Broad Street to North 3<sup>rd</sup> Street. Turn right onto 3<sup>rd</sup> Street. Travel  $\frac{1}{4}$  of a block, turn right into the Greater Richmond Convention Center's Parking Deck.

**I-95 South/64 East Bound:**

Exit I-95 to the exit #75 I-64 East/3<sup>rd</sup> Street. Bear right for 3<sup>rd</sup> Street. (Do not go straight on the junction, it will take you to I-64 East). Travel ahead to 3<sup>rd</sup> and Marshall streets. The Greater Richmond Center Parking Deck will be on the left.

**I-64 West Bound (from Airport):**

Exit #190 5<sup>th</sup> Street exit. Proceed to 5<sup>th</sup> and Jackson streets. Turn right onto Jackson Street and proceed to 3<sup>rd</sup> Street. Turn left onto 3<sup>rd</sup> Street. Travel three blocks to 3<sup>rd</sup> and Marshall streets and turn left into the Greater Richmond Convention Center's Parking Deck.

For other parking information, please check the Convention Center's website at [www.richmondcenter.com](http://www.richmondcenter.com).

The most important thing to do at an auction is relax and have fun! If you have a question, please ask. We strive to ensure that all our customers are fully informed and educated. And remember,

**You're only going to pay one bid more than someone else was willing to pay! Good luck!**

**RICHMOND REDEVELOPMENT & HOUSING AUTHORITY**  
**PUBLIC AUCTION**  
**INSPECTION PREVIEW SCHEDULE**  
**WEDNESDAY, OCTOBER 16, 2019**

<b>Property</b>	<b>Number</b>	<b>Dir.</b>	<b>Street</b>	<b>City</b>	<b>ZIP</b>	<b>Inspection Time</b>
1	1501		Overlook Street	Richmond	23224	9:00AM-10:30AM
2	1502		Overlook Street	Richmond	23224	9:00AM-10:30AM
3	1503		Overlook Street	Richmond	23224	9:00AM-10:30AM
4	1504		Overlook Street	Richmond	23224	9:00AM-10:30AM
5	1505		Overlook Street	Richmond	23224	9:00AM-10:30AM
6	1506		Overlook Street	Richmond	23224	10:45AM-12:15PM
7	1507		Overlook Street	Richmond	23224	10:45AM-12:15PM
8	1508		Overlook Street	Richmond	23224	10:45AM-12:15PM
9	1510		Overlook Street	Richmond	23224	10:45AM-12:15PM
10	1012		Overlook Street	Richmond	23225	10:45AM-12:15PM
11	1513		Silver Avenue	Richmond	23224	1:30PM-3:00PM
12	1405		Drewry Street	Richmond	23224	1:30PM-3:00PM
13	3930		Peyton Avenue	Richmond	23224	1:30PM-3:00PM
14	7	W.	Broad Rock Road	Richmond	23225	1:30PM-3:00PM
15	2801		3 <sup>rd</sup> Avenue	Richmond	23222	3:30PM-5:00PM
16	626		Arnold Avenue	Richmond	23222	3:30PM-5:00PM
17	501		Bancroft Avenue	Richmond	23222	3:30PM-5:00PM
18	3352		Wellington Street	Richmond	23222	3:30PM-5:00PM
19	821		Cheatwood Avenue	Richmond	23222	3:30PM-5:00PM

## **RELEASE OF LIABILITY AND INDEMNIFICATION**

In consideration of the permission and access to the Properties (defined below) granted to the undersigned by the Richmond Redevelopment and Housing Authority ("RRHA"), the undersigned acknowledges and agrees as follows:

### Recitals

- A. The RRHA is the owner of properties being available for inspection on October 16, 2019 as listed in the sheet attached (the "Properties").
- B. The undersigned has shown interest in bidding on the purchase of one or more of the Properties and is seeking entry in order to inspect such Properties to determine a price to be offered for each property
- C. The undersigned acknowledges and is aware that the properties may contain hazardous conditions and materials, including, but not limited to, asbestos-containing building materials, lead-based paint, mold, acidic and/or caustic substances, biological substances, limited visibility, slip, trip and fall hazards, hanging or protruding, object, collapsed ceiling or walls, sharp objects and flooded conditions.
- D. The RRHA is willing to permit entry but is concerned about the environmental, safety, and other conditions of the Properties and has expressed its concerns to the undersigned and is willing to permit the undersigned to enter upon receipt of this document signed by the undersigned.

### Agreements

1. The undersigned acknowledges that it has the RRHA's permission to enter onto the Properties located in Richmond, Virginia on October 16, 2019 together with its land and other appurtenances (the "Properties") to make a physical inspection of the Properties (but not to include environmental, geothermal or other tests, surveys, studies and inspections) at the sole cost of the undersigned.
2. The undersigned, on its behalf and on behalf of its employees, agents and representatives, hereby waives and releases, and agrees to indemnify and hold harmless, the RRHA, its employees, agents, auctioneers, board members and other representatives from any claim for damage, injury, liabilities, costs and/or expenses (including reasonable attorneys' fees actually incurred), whether known or unknown, arising out of or resulting from, or incurred as a result of, entering onto the Properties, the latent or patent physical condition (including environmental) of the Properties, and the inspection of the Properties by the undersigned, its employees, agents and representatives. The undersigned agrees and covenants not to commence or prosecute any action or proceeding on account of or relating to any matter released hereunder.
3. The undersigned agrees that the terms and conditions contained herein shall bind and inure to the benefit of the RRHA, the undersigned, and their respective successors and assigns. This release and indemnification constitutes the entire agreement between the parties, whether oral or written, between the parties with respect to matters contained herein. Any amendment to this

release and indemnification agreement must be in writing signed by the undersigned and the RRHA.

4. In the event that any part or provision of this release and indemnification agreement is determined by a court of competent jurisdiction to be void or unenforceable to any extent, such part or provision shall be deemed severable and the remainder shall be fully enforced. The construction or interpretation of this release and indemnification agreement shall be governed by the laws of the Commonwealth of Virginia, without any conflict of laws provision and as if mutually drafted by both parties.
5. The undersigned represents and warrants it has read and understands this release and indemnification agreement, has had the opportunity to seek legal counsel, and is voluntarily entering into this agreement, with full right, power and authority to enter into and sign this release and indemnification agreement

Name of the Undersigned: \_\_\_\_\_  
(Please print legibly)

By: \_\_\_\_\_  
(Please sign your name)

Date: October 16, 2019

# IMPORTANT!

## Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



# Protect Your Family From Lead in Your Home



## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
September 2013

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially 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.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

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

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(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 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

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

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
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) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

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

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

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

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

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

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

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

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. 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 state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

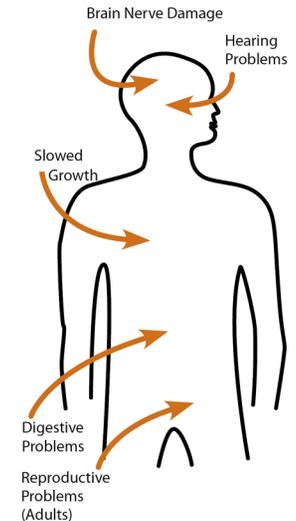
Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to 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 amounts 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, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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

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 lead. Blood lead 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.**

## 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:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - 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.Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

**Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 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. EPA currently defines the following levels of lead in soil as hazardous:

- 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

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 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 windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, 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 control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to 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.

## Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- 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 trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

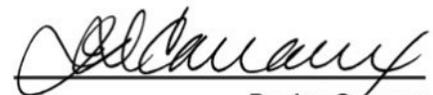


Authorized Countersignature



Matt Morris  
President and CEO

Virginia Affordable Housing  
1802 Bayberry Court, Suite 305A  
Richmond, VA 23226



Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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File No. 00109-1244H1

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## *Transaction Identification Data for reference only:*

Issuing Agent: Virginia Affordable Housing  
Issuing Office: 1802 Bayberry Court, Suite 305A, Richmond, VA 23226  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 00109-1244H1  
Issuing Office File Number: 00109-1244H1  
Property Address: 1508 Overlook Street, Richmond, VA 23224  
Revision Number:

**1. Commitment Date:** August 23, 2019 at 8:00 A.M.

**2. Policy to be issued:**

**Proposed Policy Amount**

(a) 2006 ALTA Owner's Policy Standard

To Be Determined

Proposed Insured: To Be Determined

(b) 2006 ALTA Loan Policy

Proposed Insured:

**3. The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

**4. The Title is, at the Commitment Date, vested in:**

Richmond Redevelopment and Housing Authority

**5. The Land is described as follows:**

ALL that certain lot, piece, or parcel of land, together with the improvements thereon and appurtenances thereunto belonging, lying and being in the City of Richmond, Virginia, designated as Lot 5, Block A, Section III of Mimosa, all as more particularly shown on the survey prepared by Austin Brockenbrough and Associates, Consulting Engineers, dated May 15, 1973, entitled "Mimosa, Section III, Richmond, Virginia", a copy of which is recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia in Plat [Book 41, Page 93](#), reference to which is hereby made for a more particular description.

BEING a portion of the same real estate acquired by Richmond Redevelopment and Housing Authority by Order dated January 15, 1974, entered with condemnation suit, all of which was recorded January 16, 1974 in the Clerk's Office, Circuit Court, City of Richmond, Division II, Virginia in Deed [Book 436, Page 517](#).

## STEWART TITLE GUARANTY COMPANY

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File No. 00109-1244H1

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY



\_\_\_\_\_  
Authorized Countersignature

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File No. 00109-1244H1

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 2



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 00109-1244H1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments, levied and assessed against subject premises, which are due and payable.
6. Receipt of a satisfactory survey of the premises prior to issuance of a loan policy.
7. Receipt of satisfactory Owner's Affidavit as to Mechanics' Liens and Possession stating that no improvements have been made to or contracted for on the captioned premises within the 123 days prior to settlement.
8. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:
  - a. Warranty Deed from Richmond Redevelopment and Housing Authority vesting fee simple title in To Be Determined, Purchaser.
9. AS TO SELLER: The Company requires certification, affidavit or other appropriate documentation, in order to determine the authorized officer of the political subdivision who is authorized to execute documents in connection with the closing of this transaction. This commitment is subject to such additional requirements or exceptions the Company may deem necessary as a result of its review of the submitted documentation.
10. 2019 Tax Assessment Information: City of Richmond, Virginia - Land: \$10,000.00; Improvements: \$48,000.00; Total: \$58,000.00. Tax Map No./GPIN No.: S007-1329/049. Amounts and Due Dates: First half due January 14 in the amount of \$Exempt. Second half due June 14 in the amount of \$Exempt. Taxes are exempt through 2019. Taxes delinquent: None. NOTE: TAX INFORMATION IS PROVIDED FOR INFORMATION PURPOSES ONLY. CONFIRM INFORMATION WITH LOCAL TAX AUTHORITY.
11. Whereas a Deed of Trust was not found of record encumbering the subject property, the Company requires an Affidavit from the record owner that no recorded or unrecorded Deed(s) of Trust, personal notes and/or obligations on the above real estate currently exist to be paid off with closing proceeds.
12. Receipt of Copy of Notice of Availability of Owner's Title Insurance in accordance with Sections 6.1-2.13 and 38.2-4616, Code of Virginia, completed and executed by the Purchaser /Proposed Insured.

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File No. 00109-1244H1

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

13. Provide Purchaser(s)/Borrower(s) with the Privacy Policy Disclosure of Stewart Title Guaranty Company/Virginia Affordable Housing Title Services, LLC.
14. Final independent verification with PACER, by settlement agent, at or just prior to closing, that the party(ies) to this transaction is/are not in bankruptcy.
15. Final independent verification that parties to the transaction are not listed as Special Designated Nationals or Foreign Sanctions Evaders.

NOTE: THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

16. Such additional requirements and/or exceptions that the Company may deem necessary upon a full disclosure of all facts in the captioned transaction and upon a review of all documents.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 00109-1244H1

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 2



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 00109-1244H1

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Taxes subsequent to those for the year 2019, not yet due and payable.
8. Possible recapture of real estate taxes from the date of the recordation of deed into Purchaser resulting from the sale of tax exempt real estate to a non tax exempt party.
9. Subdivision plat recorded in Plat [Book 41, Page 93](#) shows an 16 foot alley abuts the rear lot line. Rights of others thereto entitled in and to the use of the alley.
10. Declaration of Trust by and between Richmond Redevelopment and Housing Authority and the United States of America and the Department of Housing and Urban Development, dated September 30, 1968, executed February 14, 1991, recorded February 28, 1991 in Deed [Book 260, Page 972](#).
11. Declaration of Trust (Modernization Grant Projects) U.S. Department of Housing and Urban Development (Office of Public and Indian Housing) by Richmond Redevelopment and Housing Authority and the United States of America, Secretary of Housing and Urban Development, dated November 17, 1992, recorded December 21, 1992 in Deed [Book 328, Page 1539](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 00109-1244H1

VA ALTA Commitment For Title Insurance Schedule 8-1-16

Page 1 of 1



## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

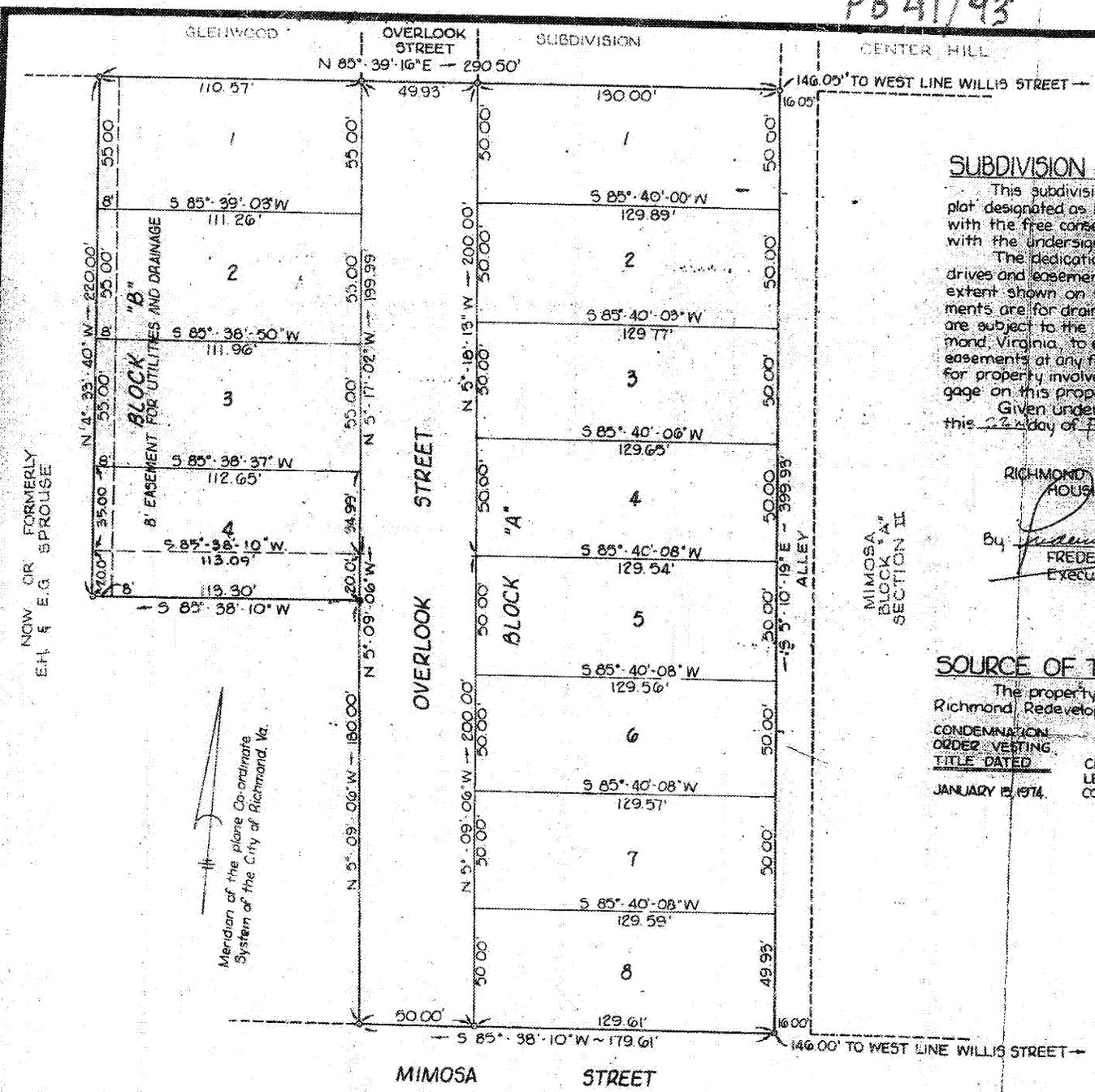
We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

PB 41/93



**SUBDIVISION CERTIFICATE**

This subdivision of land plot designated as MIMOSA, is with the free consent and in accordance with the undersigned owner. The dedication of the drives and easements are of extent shown on this plat. The easements are for drainage and are subject to the right of the Commonwealth of Virginia, to establish easements at any future time for property involved. There is no objection on this property. Given under our hand this 22<sup>nd</sup> day of February.

RICHMOND REDEVELOPMENT AUTHORITY  
 By *[Signature]*  
 FREDERIC A. J.  
 Executive Director

**SOURCE OF TITLE:**  
 The property embraced in this plat is the result of a  
 RICHMOND REDEVELOPMENT AUTHORITY  
 CONDEMNATION ORDER VESTING TITLE DATED  
 JANUARY 15, 1974.  
 FROM:  
 CLAIR S. COLEMAN & CO.  
 COBAUGH & CO.

**NOTES:**  
 Use: Residential  
 Water & Sewage: City of Richmond  
 Building Set-back Lines: to conform to City of Richmond Zoning Ordinance.

**ENGINEER'S CERTIFICATE:**  
 To the best of my knowledge and belief, all of the requirements as set forth in the ordinance for approving plats of Subdivisions for recordation in the City of Richmond, Virginia, have been complied with. Stones will be set by January 1, 1975.  
*[Signature]*  
 JAMES A. WHITT, P.E., C.L.S.

NOW OR FORMERLY E.H. & E.G. SPROUSE

ENTER HILL  
WEST LINE WILLIS STREET --

**SUBDIVISION CERTIFICATE:**

This subdivision of land shown on this plat designated as MIMOSA Section III is with the free consent and in accordance with the undersigned owner.  
The dedication of the roads, lanes, drives and easements are of the width and extent shown on this plat. The alley easements are for drainage and utilities and are subject to the right of the City of Richmond, Virginia, to establish alleys on said easements at any future time without cost for property involved. There is no mortgage on this property.  
Given under our hands and seals this 22<sup>nd</sup> day of February, 1974.

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

By Frederic A. Fay  
FREDERIC A. FAY,  
Executive Director

MIMOSA  
BLOCK "A"  
SECTION II

**STATE OF VIRGINIA:**

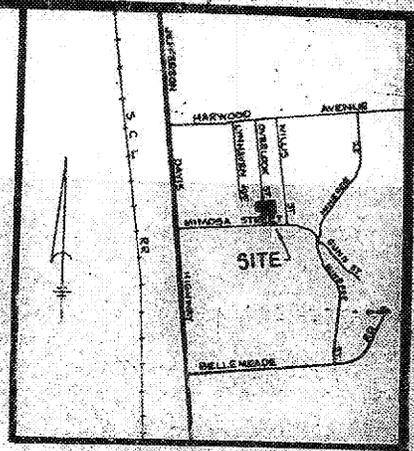
CITY OF COUNTY TO WIT:

[Signature] Notary Public in and for the State of Virginia, do hereby certify that the owners whose names are signed to the subdivision certificate have acknowledged the same before me in my City aforesaid.

Given under my hand and seal this 22<sup>nd</sup> day of February, 1974.

[Signature]  
Notary Public

My Commission expires Feb 26, 1977



VICINITY MAP

**SOURCE OF TITLE:**

The property embraced within the limits of this subdivision was conveyed to the Richmond, Redevelopment and Housing Authority by the following deeds:

CONDEMNATION ORDER VESTING TITLE DATED	FROM	DATE & PLACE OF RECORDATION	DEED BOOK & PAGE NO.
JANUARY 15, 1974	CLAIR S. COBAUGH; LEON Z. COBAUGH & COBAUGH & CO., INC.	JANUARY 16, 1974; CIRCUIT COURT, DIVISION II, CITY OF RICHMOND, VIRGINIA	DEED BOOK - 436 PAGE NO. - 517

TO WEST LINE WILLIS STREET --

See Deed Book 260 - Page 972  
Feb 28, 1991  
D. R. Bundy, Clerk  
By Margaret C. Longfellow

E:  
and belief, all of the ordinance for for recordation in e been complied with.  
75  
[Signature]  
WHITT, PE, CLS

Project No. VA36-P007-017

**MIMOSA**  
SECTION III  
RICHMOND, VIRGINIA

**AUSTIN BROCKENBROUGH AND ASSOCIATES**  
CONSULTING ENGINEERS  
114 EAST CARY STREET RICHMOND, VIRGINIA

DATE 15 MAY 1973 DESIGNED JAW DRAWING NO  
SCALE 1" = 40' DRAWN KOD  
COMM. NO. 72-99 APPROVED JAW OF

REC APR 13 90 9-27



REC. APR 13 90

VIRGINIA

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND, DIVISION II

RICHMOND REDEVELOPMENT

AND HOUSING AUTHORITY

PETITION

v.

CLAIR S. COBAUGH; LEON B. COBAUGH, VORON REALTY and DEVELOPMENT COMPANY, a corporation, and VORCO, INC., and that parcel of real estate in the City of Richmond, Virginia, shown enclosed in red lines and designated as Parcel "A" on Exhibit No. 1 filed herewith; fronting 179.61 feet on the north line of Mimosa Street, commencing 146 feet west of the west line of Willis Street and containing 9 $\frac{1}{2}$ ,210 square feet.

COBAUGH and COMPANY, INC.; VORON REALTY and DEVELOPMENT COMPANY, a corporation, and VORCO, INC., and that parcel of real estate in the City of Richmond, Virginia, shown enclosed in red lines and designated as Parcel

"B" on Exhibit No. 1 filed herewith; being a lot 20 feet by 113.30 feet, more or less, which parcel adjoins Parcel "A" on said exhibit on the south and west, and containing 2,26 $\frac{1}{2}$  square feet.

Filed in the Clerk's Office this 11/14/22, 19...  
Cost 5.00  
For 1.50  
Deposit 25.00  
Total Paid 31.50  
Tate  
Leon B. Cobough  
Clair S. Cobough  
Clerk

P E T I T I O N

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT OF THE CITY OF RICHMOND, DIVISION IX

Your Petitioner, the Richmond Redevelopment and Housing Authority, respectfully represents unto your Honors:

1. It is a political subdivision of the Commonwealth of Virginia, created under the laws of the Commonwealth of Virginia by Chapter 1, Article 1, Title 36 of the Code of Virginia, and as such is empowered to carry out or undertake the development and management of decent, safe and sanitary dwellings and related facilities, for persons of low income, in the City of Richmond, in accordance with the Virginia Housing Authorities Law and is vested with the power and eminent domain by virtue of § 36-27 and Title 25 of the Code of Virginia.

2. Petitioner proposes to develop 12 single family, detached dwelling units of low rent housing to be located east and west of Overlook Street and north of Mimosa Street.

3. That the Council of the City of Richmond by Resolution No. 70-R175-71-43 adopted April 26, 1971 determined that there exists in the City of Richmond a need for additional low rent housing, which need is most critical and by said resolution approved and authorized the development of the 12 single family, detached dwelling units referred to in paragraph 2 herein.

4. That to enable your Petitioner to construct said dwelling units it needs to acquire certain real estate located in the City of Richmond, situated east and west of Overlook Street and north of Mimosa Street.

5. That on October 29, 1973, your Petitioner, by resolution of its Commissioners, authorized the acquisition by eminent domain proceedings of the necessary land to carry out said development.

6. There is filed herewith as a part of this Petition a plat of survey marked Exhibit No. 1 on which the properties proposed to be acquired in this proceeding are enclosed in red lines.

7. There is filed herewith as a part of this Petition a memorandum marked Exhibit No. 2, which contains a metes and bounds description of each of the properties sought to be acquired in this proceeding.

8. Your Petitioner, through its officers and agents, has made a bona fide effort to acquire said properties by purchase from the owners thereof, but has been unable to do so because of the inability of such owners to convey legal title to such properties to your Petitioner.

The names and addresses, so far as known to the Petitioner, of the defendants who are joined as owners of, or of some interest in, the respective pieces of property to be taken are as follows:

Parcel "A", on Exhibit No. 1

Clair S. Cobaugh  
6915 Longview Drive  
Richmond, Virginia 23225

Leon R. Cobaugh  
7941 Jahnke Road  
Richmond, Virginia 23235

Voron Realty and Development Company, a corporation,  
in care of its Registered Agent:  
Louis Voron  
2012 Fon-Du-Lac Road  
Henrico County, Virginia 23229

Vorco, Inc.  
in care of its Registered Agent:  
Louis Voron  
2012 Fon-Du-Lac Road  
Henrico County, Virginia 23229

Parcel "B", on Exhibit No. 1

Cobaugh and Company, Inc.  
in care of its Registered Agent:  
Marvin A. Rosman  
1236 Central National Bank Building  
219 East Broad Street  
Richmond, Virginia 23219

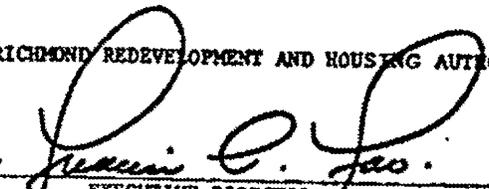
Voron Realty and Development Company, a corporation,  
in care of its Registered Agent:  
Louis Voron  
2012 Fon-Du-Lac Road  
Henrico County, Virginia 23229

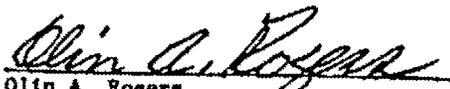
Vorco, Inc.  
in care of its Registered Agent:  
Louis Voron  
2012 Fon-Du-Lac Road  
Henrico County, Virginia 23229

WHEREFORE, your petitioner prays that the commissioners be appointed in pursuance of the statutes in such cases made and provided to ascertain what will be just compensation for the properties proposed to be condemned for the uses of the petitioner and to award damages, if any, resulting to the adjacent or other property of any person beyond the peculiar benefits that will accrue to such properties, respectively, by reason of the taking and use of said properties, and that the fee simple title to said properties proposed to be condemned in this proceeding be vested in the petitioner.

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

By

  
EXECUTIVE DIRECTOR

  
Olin A. Rogers  
Rogers, Cudlipp and Gwathmey  
Mutual Building  
Richmond, Virginia  
Counsel for the Richmond Redevelopment and Housing Authority

STATE OF VIRGINIA  
CITY OF RICHMOND, to-wit:

This day Frederic A. Fay, Executive Director of the Richmond Redevelopment and Housing Authority, appeared before me, R. L. Dawson, Jr., a Notary Public in and for the City of Richmond, Virginia, in my said City and made oath that the matters and things stated in the foregoing petition are true to the best of his knowledge and belief.

Given under my hand this 12 day of November, 1973.  
My commission expires February 26, 1977.

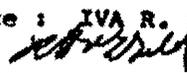
  
Notary Public

- 4 -

A Copy,

Teste : IVA R. PURDY, Clerk

by:

  
Deputy Clerk

Mimosa Street west  
of Willis Street  
(1)

That certain parcel of land in the City of Richmond, Virginia, described as follows:

Commencing at a point on the north line of Mimosa Street 146 feet west of its intersection with the west line of Willis Street, which point is at the intersection of the west line of an alley 16 feet wide, with the north line of Mimosa Street, running thence northwardly along the west line of said alley 400.20 feet; thence S. 4° 33' 40" E. 200 feet, thence N. 85° 38' 10" E. 113.09 feet, thence S. 5° 09' 06" E. 200 feet to the north line of Mimosa Street, thence eastwardly along the north line of Mimosa Street 179.61 feet to the beginning; being the western part of the 3.504 acre parcel shown on a plat made by William M. Lewis, Certified Surveyor, dated July 15, 1955, and recorded with a deed in the Clerk's Office of Hustings Court, Part II, of the City of Richmond, Virginia, in Deed Book 222, page 120; and being the western portion of the property shown, with slight variations in courses and distances, on a plat of subdivision of Mimosa, Sect. 2, made by L. R. Cobaugh, Registered Engineer, recorded August 28, 1968, in said Clerk's Office, in Plat Book 8, page 62.

Being a part of the same real estate conveyed to Clair S. Cobaugh and Leon R. Cobaugh, by deed from E. H. Sprouse and Ella G. Sprouse, his wife, dated February 24, 1956, recorded March 3, 1956, in said Clerk's Office, in Deed Book 222, page 120.

That certain parcel of land in the City of Richmond, Virginia, being a part of Lot 21 on the Plan of Bellmeade, described as follows:

Starting at the northwesterly corner of the intersection of Mimosa Street with Willis Street as shown on a plat entitled Mimosa Sect. 2, dated July 15, 1968, recorded in the Clerk's Office of Hustings Court, Part II, of the City of Richmond, Virginia, in Plat Book 8, page 62, thence S. 85° 37' 30" W. 325.61 feet; thence N. 5° 13' 54" W. 200 feet to the point of beginning, and from said point of beginning extending S. 5° 13' 54" E. along the west line of Overlook Street a distance of 20 feet and thence S. 85° 37' 30" W. 113.26 feet to a point, thence N. 4° 33' 40" W. 20 feet, thence N. 85° 37' 30" E. 113.03 feet to the point of beginning, all as shown on a plat made by L. R. Cobaugh dated September 26, 1969.

TOGETHER with such other real property, if any, northwardly and eastwardly of the above described parcel to the property conveyed by E. H. Sprouse and wife to Clair S. Cobaugh and Leon R. Cobaugh, by deed dated February 24, 1956, recorded in said Clerk's Office in Deed Book 222, page 120, it being the intent of the parties hereto that the said property conveyed herein be contiguous with the property conveyed by the aforementioned deed.

Being the same property conveyed to Cobaugh and Co., Inc., a Virginia corporation, by deed from E. H. Sprouse and wife, dated September 26, 1969, recorded March 2, 1970, in said Clerk's Office in Deed Book 355, page 429.

A Copy,

Teste : IVA R. PURDY, Clerk

by: *[Signature]*

Deputy Clerk

VIRGINIA :

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND, DIVISION II

RICHMOND REDEVELOPMENT  
AND HOUSING AUTHORITY

v.

REPORT OF COMMISSIONERS

CLAIR S. COBAUGH, et al.

We, William S. Kirk, Ralph O. Harvard, J.T. Rose, J.H. Amon and W. B. F. Johnson, Jr., the commissioners appointed by order of your Honor's Court to ascertain what is just compensation for such property of the freehold as is proposed to be taken by the Richmond Redevelopment and Housing Authority, and to assess damages, if any, resulting to the adjacent or other property of the owners, or to the property of other persons beyond the benefits that will accrue to such properties, respectively, from the construction and maintenance of improvements proposed to be done by the Richmond Redevelopment and Housing Authority, do certify that on the 14th day of January, 1974, the day designated in said order, we, the said commissioners, after being duly sworn, instructed and viewing the property, and upon such proper evidence as was before us, are of the opinion and do ascertain that the just compensation for the interests and estates in the land and other properties proposed to be taken is in the amount set opposite the names of the owners as follows:

Parcel A & B on Exhibit No. 1

Owner: Clair S. Cobaugh, Leon R. Cobaugh, Voron Realty and Development Company, Vorco, Inc., and Cobaugh and Company, Inc.

\$ 20,979.00

Given under our hands this 14th day of January, 1974.

/s/ William S. Kirk

/s/ Ralph O. Harvard

/s/ J. T. Rose

/s/ J. F. Amon

/s/ W. B. F. Johnson, Jr.

FILED

1/14/74

IVAN R. PURDY, Clerk

By

*[Signature]*

D. C.

A Copy,

Teste : IVA R. PURDY, Clerk

by

*[Signature]*

Deputy Clerk

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND, DIVISION II

January 15th, 1974

RICHMOND REDEVELOPMENT  
AND HOUSING AUTHORITY

v.

ORDER CONFIRMING REPORT OF  
COMMISSIONERS AND VESTING TITLE

CLAIR S. COBAUGH, et al.

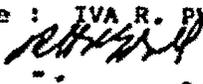
It appearing to the Court that the report of the Commissioners appointed herein, was filed January 14, 1974 and that no good cause had been shown against said report, and that no written exceptions have been filed thereto, the Court doth confirm the same and make the same binding upon the parties to this proceeding who were awarded just compensation by said report.

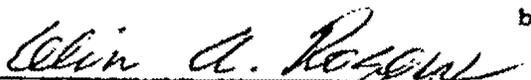
It further appearing to the Court from the certificate of deposit of the Central National Bank (Mechanics & Merchants Branch), Richmond, Virginia, dated January 15, 1974, that the Richmond Redevelopment and Housing Authority has deposited to the credit of this Court in this cause in said Bank the sum of \$ 20,979.00 being the aggregate amount of just compensation allowed in the report of the Commissioners to the defendants herein, the Court doth ADJUDGE, ORDER and DECREE that title to the properties belonging to the defendants herein and for which just compensation has been allowed, shall be absolutely vested in the Richmond Redevelopment and Housing Authority in fee simple; and the Court doth ORDER that the Clerk of this Court shall record so much of the reports, orders and proceedings in this cause as shall show such condemnation, and shall record the same in the current deed book in said Clerk's Office and index the same in the names of the persons who had the land before such condemnation and also in the name of the Richmond Redevelopment and Housing Authority.

A Copy,

I respectfully ask for this:

Teste : IVA R. PYRDY, Clerk

by:   
Deputy Clerk

  
Counsel for Richmond Redevelopment  
and Housing Authority

BOOK 436 PAGE 525

GLENWOOD

OVERLOOK STREET

N 89° 30' 15" E

200.00'

N 89° 30' 15" E  
200.00'

MODEL A

AREA 21,182

NOW OR FORMERLY  
E.H. & EG SPROUSE

N 89° 30' 15" E  
200.00'  
PARCEL B AREA 2,764.11  
N 89° 30' 15" E  
← SECTION 10' ←

⊙ DENOTES ROD

N 89° 30' 15" E  
200.00'

MIM

*A Copy  
Taken: John R. Rudy Clerk  
by: [Signature]*

SCALE: 1"=40'

PLAT OF TWO PARCELS  
SITUATED ON THE NORTH END  
AND WEST OF WILL  
IN THE CITY OF RICHMOND  
AUSTIN BROCKENBROUGH AND  
CONSULTING ENGINEER  
RICHMOND, VIRGINIA



Plot Reduced

SUBDIVISION BOOK 436 PAGE 526 CENTER HILL  
146.05' TO WEST LINE WILLIS STREET

34,210 Sq Ft.  
2.783 Acres

ALLEY

MIMOSA  
BLOCK "A"  
SECTION "2"

179.61'  
58°58'05" W  
MIMOSA STREET

146.00' TO WEST LINE WILLIS STREET



PARCELS OF LAND  
IN LINE OF MIMOSA STREET  
WILLIS STREET  
RICHMOND, VIRGINIA  
BROUGH AND ASSOCIATES  
ENGINEERS  
10ND, VIRGINIA

DATE: Nov. 30, 1972

FILE NO.

Virginia  
In the Clerk's Office of the  
Circuit Court of the County of  
Pittsylvania  
JAN 16 1974 3:15 P.M.

No. 140  
State Tax   
Tef. fee 4.00  
Court fee 1.00  
13.00  
2.00

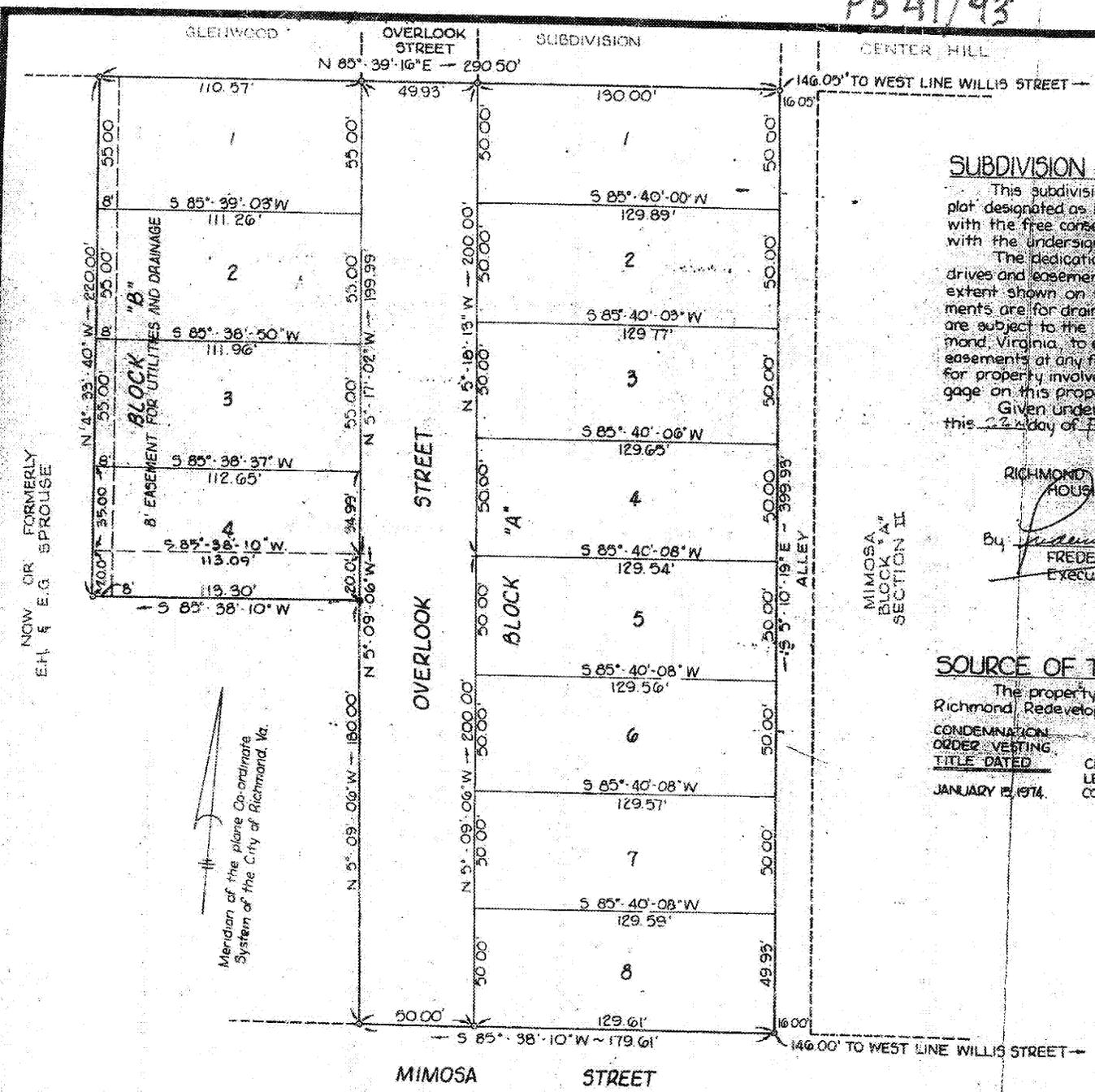
and who  
admitted to

16.00 *je*

Costs: *Amey*

*Drawn of Olin A. Rogers, Atty*

PB 41/93



NOW OR FORMERLY E.H. & E.G. SPROUSE

Meridian of the plane Co-ordinate System of the City of Richmond, Va.

**SUBDIVISION CERTIFICATE**

This subdivision of land plot designated as MIMOSA, is with the free consent and in accordance with the undersigned owner. The dedication of the drives and easements are of extent shown on this plat. The easements are for drainage and are subject to the right of the Commonwealth of Virginia, to establish easements at any future time for property involved. There is no objection on this property. Given under our hand this 22<sup>nd</sup> day of February.

RICHMOND REDEVELOPMENT AUTHORITY  
 By *[Signature]*  
 FREDERIC A. J.  
 Executive Director

MIMOSA BLOCK "A" SECTION II

**SOURCE OF TITLE:**

The property embraced Richmond Redevelopment Authority CONDEMNATION ORDER VESTING TITLE DATED JANUARY 15, 1974. FROM: CLAIR S. COLEMAN & CO. COBAUGH &

**NOTES:**

- Use: Residential
- Water & Sewage City of Richmond
- Building Set-back Lines to conform to City of Richmond Zoning Ordinance.

**ENGINEER'S CERTIFICATE:**

To the best of my knowledge and belief, all of the requirements as set forth in the ordinance for approving plats of Subdivisions for recordation in the City of Richmond, Virginia, have been complied with. Stones will be set by January 1, 1975.

*[Signature]*  
 JAMES A. WHITT, P.E., C.L.S.

ENTER HILL  
WEST LINE WILLIS STREET --

**SUBDIVISION CERTIFICATE:**

This subdivision of land shown on this plat designated as MIMOSA Section III is with the free consent and in accordance with the undersigned owner.  
The dedication of the roads, lanes, drives and easements are of the width and extent shown on this plat. The alley easements are for drainage and utilities and are subject to the right of the City of Richmond, Virginia, to establish alleys on said easements at any future time without cost for property involved. There is no mortgage on this property.  
Given under our hands and seals this 22 day of February 1974.

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

By Frederic A. Fay  
FREDERIC A. FAY,  
Executive Director

MIMOSA  
BLOCK "A"  
SECTION II

**STATE OF VIRGINIA:**

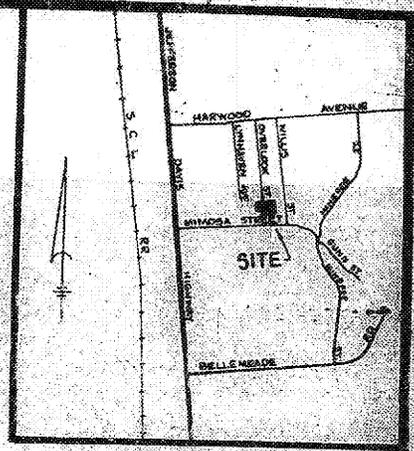
CITY OF COUNTY TO WIT:

[Signature] Notary Public in and for the State of Virginia, do hereby certify that the owners whose names are signed to the subdivision certificate have acknowledged the same before me in my City aforesaid.

Given under my hand and seal this 22 day of February, 1974.

[Signature]  
Notary Public

My Commission expires Feb 26, 1977



VICINITY MAP

**SOURCE OF TITLE:**

The property embraced within the limits of this subdivision was conveyed to the Richmond, Redevelopment and Housing Authority by the following deeds:

CONDEMNATION ORDER VESTING TITLE DATED	FROM	DATE & PLACE OF RECORDATION	DEED BOOK & PAGE NO.
JANUARY 15, 1974	CLAIR S. COBAUGH; LEON Z. COBALUGH & COBAUGH & CO., INC.	JANUARY 16, 1974; CIRCUIT COURT, DIVISION II, CITY OF RICHMOND, VIRGINIA	DEED BOOK - 436 PAGE NO. - 517

TO WEST LINE WILLIS STREET --

See Deed Book 260 - Page 972  
Feb 28, 1991  
D. R. Bundy, Clerk  
By Margaret C. Longfellow

E:  
and belief, all of the ordinance for for recordation in e been complied with.  
75  
[Signature]  
WHITT, PE, CLS

Project No. VA36-P007-017

# MIMOSA

SECTION III  
RICHMOND, VIRGINIA

**AUSTIN BROCKENBROUGH AND ASSOCIATES**  
CONSULTING ENGINEERS  
114 EAST CARY STREET RICHMOND, VIRGINIA

DATE	15 MAY 1973	DESIGNED	JAW	DRAWING NO.
SCALE	1" = 40'	DRAWN	KOD	1/1
COMM. NO.	72-99	APPROVED	JAW	

REC APR 13 90 9-27



REC APR 13 90

2899

DECLARATION OF TRUST

BOOK 260 PAGE 972

WHEREAS, RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY  
(*herein called the "Local Authority"*), a public body corporate and politic, duly created and organized pursuant to and in accordance with  
the provisions of the laws of the Commonwealth of Virginia, and the United States of America (*herein  
called the "Government"*) pursuant to the United States Housing Act of 1937 (42 U. S. C. 1401, *et seq.*) and the Department of Housing and  
Urban Development Act (5 U. S. C. 624) entered into a certain contract dated as of September 30, 1968 (*herein  
called the "Annual Contributions Contract"*) providing for a loan and for annual contributions to be made by the Government to assist the  
Local Authority in financing [a] low-rent housing project [s]; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract covers certain low-rent  
housing in the city of Richmond, County of [none], Commonwealth  
of Virginia, which will provide approximately \_\_\_\_\_ dwellings; and which low-rent housing will be  
known as [XXXXXXXXXXXXXXXXXXXXXXX] (Project No. VA36-P007-017 with approximately \_\_\_\_\_ dwellings,  
Project No. VA36-P007-018 with approximately \_\_\_\_\_ dwellings, and Project No. VA36-P007-019 with  
approximately \_\_\_\_\_ dwellings); and Project No. VA36-P007-022 with about \_\_\_\_\_  
dwellings; and Project No. VA36-P007-023 with about \_\_\_\_\_ dwellings; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to and in financing the Projects  
from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for  
definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (*herein called  
"Refunding Bonds"*) to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and acquisition of the site or sites thereof will have been financed with the proceeds of the Bonds and/or  
advances by the Government on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent  
Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the  
Government pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to  
the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing  
such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the Government and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes,  
and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the  
resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority  
does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the Government and said holders of the  
Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the

city of Richmond, county  
of [none], Commonwealth of Virginia

TO WIT: The parcels of land depicted on the five plats attached to this declaration.

[XXXXXXXXXXXXXXXXXXXXXXX]  
and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the Government and  
the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the  
Annual Contributions Contract, have been granted and are possessed of an interest in the above described Project property, TO WIT:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying,  
assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment,  
leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues,  
income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the  
Annual Contributions Contract, or any interest in any of the same except that the Local Authority may (1), to the extent and in the  
manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or  
otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate  
land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of  
public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by  
the United States Housing Act of 1937, 42 U. S. C. 1401, *et seq.*, or (2), with the approval of the Government, release any Project  
which has not then been financed by an issue or issues of Bonds from the trust hereby created; Provided, That nothing herein contained  
shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to the Government pursuant to  
the Annual Contributions Contract.

The endorsement by a duly authorized officer of the Government (1) upon any conveyance or transfer made by the Local  
Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument  
of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the  
establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit,  
or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the Local Authority of any  
Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust  
hereby created.

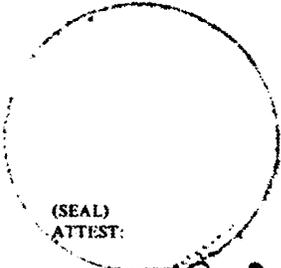
When all indebtedness of the Local Authority to the Government arising under the Annual Contributions Contract has been  
fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or  
monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolutions  
of the Local Authority authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created  
shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds,  
or of the coupons appertaining thereto, or any holder of the Permanent Notes (*other than the Government*) any right or right of  
action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 14th day of February, 1991.

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

Ruth A. Harrison  
Chairman



Richard C. Gentry  
Secretary

Commonwealth of Virginia :  
:  
:

The foregoing instrument was acknowledged before me this 14th day of February 1991 by Ruth A. Harrison, chairman of the Richmond Redevelopment and Housing Authority, and by Richard C. Gentry, secretary of the Richmond Redevelopment and Housing Authority.

Dennis B. Jenkins  
Notary Public

My commission expires: 4-12-91

PLAT BOOK 41 pgs 93, 94, 95, 96 + 97  
VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF RICHMOND.

This deed was presented, and, with the Certificate annexed, admitted to record on FEB. 28 1991 at 11:20 o'clock A.M.

Clerk's Fee 13.00 + 1.00  
Transfer Fee \_\_\_\_\_  
State Tax 7  
City Tax \_\_\_\_\_  
Grantor's Tax \_\_\_\_\_  
Total 14.00

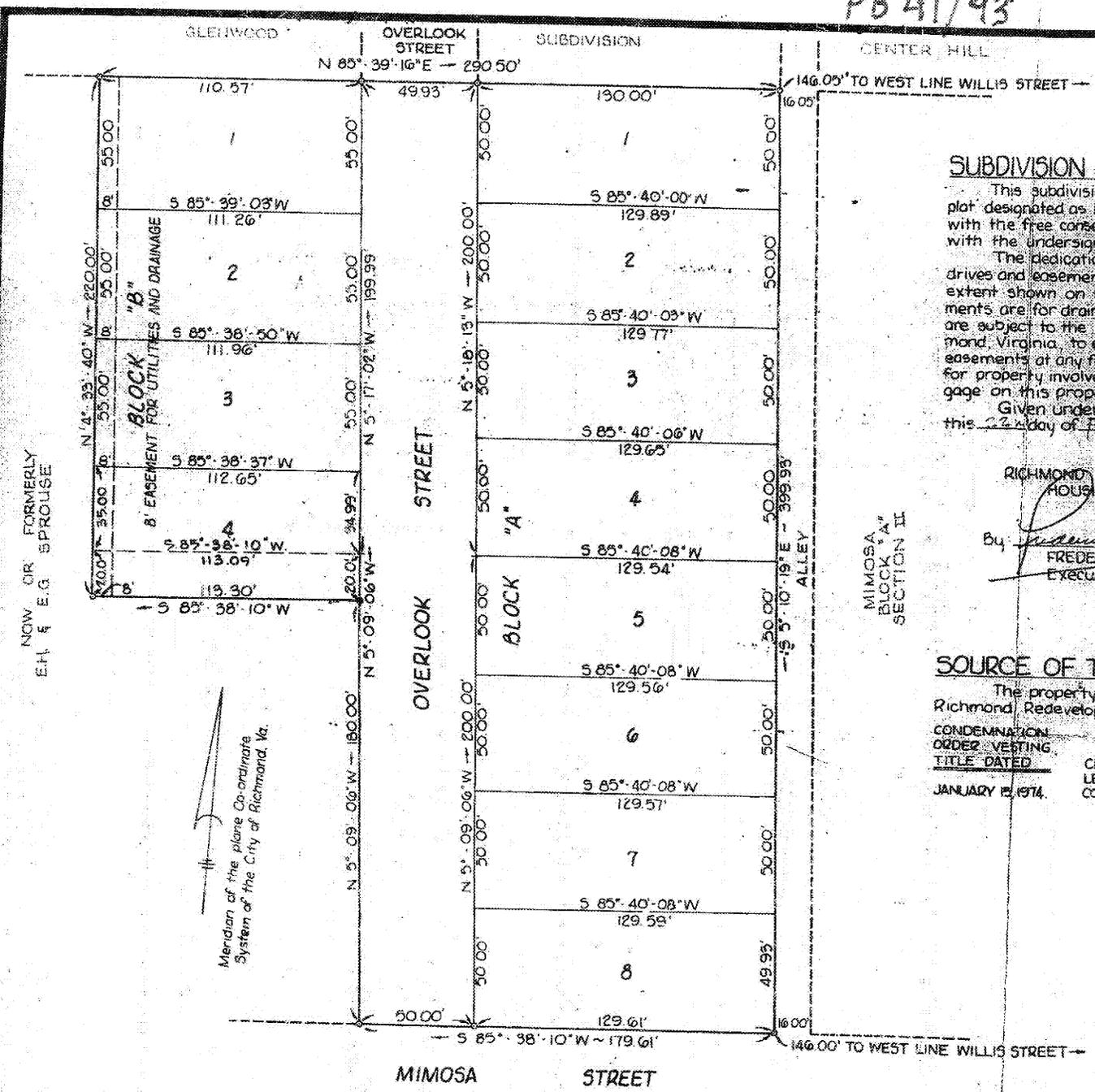
Teste:

File: McGuire, Woods

Lva P. Purdy Clerk

CS139047

PB 41/93



**SUBDIVISION CERTIFICATE**

This subdivision of land plot designated as MIMOSA, is with the free consent and in accordance with the undersigned owner. The dedication of the drives and easements are of extent shown on this plat. The easements are for drainage and are subject to the right of the Commonwealth of Virginia, to establish easements at any future time for property involved. There is no objection on this property. Given under our hand this 22<sup>nd</sup> day of February.

RICHMOND REDEVELOPMENT AUTHORITY  
 By *[Signature]*  
 FREDERIC A. J. Executive Director

**SOURCE OF TITLE:**  
 The property embraced in this plat is a part of the Richmond Redevelopment Authority Order Vesting Title Dated JANUARY 15, 1974. FROM: CLAIR S. COLEMAN & CO. COBAUGH & CO.

**NOTES:**  
 Use: Residential  
 Water & Sewage: City of Richmond  
 Building Set-back Lines: to conform to City of Richmond Zoning Ordinance.

**ENGINEER'S CERTIFICATE:**  
 To the best of my knowledge and belief, all of the requirements as set forth in the ordinance for approving plats of Subdivisions for recordation in the City of Richmond, Virginia, have been complied with. Stones will be set by January 1, 1975.  
*[Signature]*  
 JAMES A. WHITT, P.E., C.L.S.

ENTER HILL  
WEST LINE WILLIS STREET --

**SUBDIVISION CERTIFICATE:**

This subdivision of land shown on this plat designated as MIMOSA Section III is with the free consent and in accordance with the undersigned owner.  
The dedication of the roads, lanes, drives and easements are of the width and extent shown on this plat. The alley easements are for drainage and utilities and are subject to the right of the City of Richmond, Virginia, to establish alleys on said easements at any future time without cost for property involved. There is no mortgage on this property.  
Given under our hands and seals this 22 day of February 1974.

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

By Frederic A. Fay  
FREDERIC A. FAY,  
Executive Director

MIMOSA  
BLOCK "A"  
SECTION II

**STATE OF VIRGINIA:**

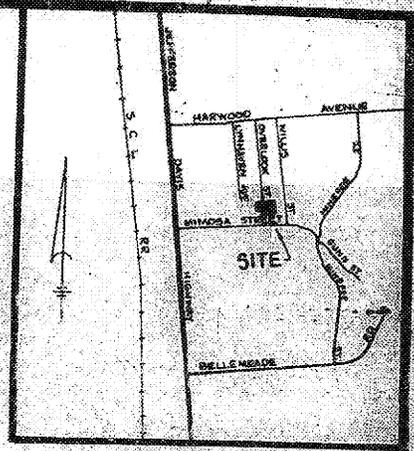
CITY OF COUNTY TO WIT:

[Signature] Notary Public in and for the State of Virginia, do hereby certify that the owners whose names are signed to the subdivision certificate have acknowledged the same before me in my City aforesaid.

Given under my hand and seal this 22 day of February, 1974.

[Signature]  
Notary Public

My Commission expires Feb 26, 1977



VICINITY MAP

**SOURCE OF TITLE:**

The property embraced within the limits of this subdivision was conveyed to the Richmond, Redevelopment and Housing Authority by the following deeds:

CONDEMNATION ORDER VESTING TITLE DATED	FROM	DATE & PLACE OF RECORDATION	DEED BOOK & PAGE NO.
JANUARY 15, 1974	CLAIR S. COBAUGH; LEON Z. COBALUGH & COBAUGH & CO., INC.	JANUARY 16, 1974; CIRCUIT COURT, DIVISION II, CITY OF RICHMOND, VIRGINIA	DEED BOOK - 436 PAGE NO. - 517

TO WEST LINE WILLIS STREET --

See Deed Book 260 - Page 972  
Feb 28, 1991  
D. R. Bundy, Clerk  
By Margaret C. Longfellow

E:  
and belief, all of the ordinance for for recordation in e been complied with.  
75  
[Signature]  
WHITT, PE, CLS

Project No. VA36-P007-017

**MIMOSA**  
SECTION III  
RICHMOND, VIRGINIA

**AUSTIN BROCKENBROUGH AND ASSOCIATES**  
CONSULTING ENGINEERS  
114 EAST CARY STREET RICHMOND, VIRGINIA

DATE 15 MAY 1973 DESIGNED JAW DRAWING NO  
SCALE 1" = 40' DRAWN KOD  
COMM. NO. 72-99 APPROVED JAW OF

REC APR 13 90 9-27



REC APR 13 90

NOTE: This is a partial copy of the document - descriptions of unrelated properties are omitted.

24263

DB 328/1539

BOOK 328 PAGE 1539

DECLARATION OF TRUST  
(Modernization Grant Projects)

U.S. Department of Housing  
and Urban Development  
(Office of Public and Indian Housing)

---

WHEREAS, Richmond Redevelopment and Housing Authority (grantor) (herein called the Public Housing Agency (PHA)), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws or ordinances of the Commonwealth of Virginia, and the United States of America, Secretary of Housing and Urban Development (grantee) (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. § 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. § 624) entered into a certain contract with effective date as of September 30, 1968, (herein called the Annual Contributions Contract) and a certain modernization project grant amendment to the Annual Contributions Contract with effective date as of November 17, 1992, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing one or more lower-income housing projects; and

WHEREAS, as of the date of the execution of this declaration of trust, the Modernization Grant Amendment and the Annual Contributions Contract cover the lower-income housing project located in the City of Richmond, Virginia (the Project), which will provide approximately 4463 dwelling units; and which lower-income housing project will be known as Modernization Project No. VA36-P007-701 and individual projects as follows:

VA36-P007-001, with about 297 units,  
VA36-P007-002, with about 338 units,  
VA36-P007-004, with about 402 units,  
VA36-P007-005, with about 504 units,  
VA36-P007-006, with about 447 units,  
VA36-P007-007, with about 447 units,  
VA36-P007-008, with about 446 units,  
VA36-P007-009, with about 824 units,  
VA36-P007-010, with about 99 units,  
VA36-P007-012, with about 60 units,  
VA36-P007-015, with about 18 units,  
VA36-P007-016, with about 60 units,  
VA36-P007-017, with about 10 units,

VA36-P007-018, with about 70 units,  
VA36-P007-019, with about 100 units,  
VA36-P007-020, with about 52 units,  
VA36-P007-021, with about 64 units,  
VA36-P007-022, with about 105 units,  
VA36-P007-023, with about 40 units, and  
VA36-P007-024, with about 80 units; and

WHEREAS, the modernization of each project will have been financed with grant assistance provided by HUD.

NOW THEREFORE, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and Annual Contributions Contract, the PHA hereby declares and acknowledges that it is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, the following described real property situated in the City of Richmond, Virginia:

See Exhibit A, attached

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above-described Project property, including:

The right to require the PHA to remain seized of the title to the Property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge, or other encumbrance of the Property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1), to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in the Project, or (b) convey or otherwise dispose of any real or personal property that is determined to be excess to the needs of the Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of

dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2), with the approval of HUD, release the Project from the trust hereby created; provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of the Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property that is determined to be excess to the needs of the Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or upon any instrument of release made by the PHA of the Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent modernization grant amendment applicable to this project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

IN WITNESS WHEREOF, the PHA by its officers thereunto duly authorized has caused those presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 10 day of December, 1992.

[SEAL]

Richmond Redevelopment and Housing Authority

By: Ernest W. Wauden, Chairman

Attest:

Richard L. [Signature], Secretary



Exhibit A

BOOK 328 PAGE 1543

VA 7-1

Beginning at a stone marking the intersection of the north line of Charity Street with the east line of Chamberlayne Parkway; thence north  $10^{\circ} 56' 10''$  West 273.57 feet along said eastern line of Chamberlayne Parkway to a stone in the southern line of Calhoun Street; thence north  $77^{\circ} 51' 50''$  East 284.23 feet to an iron pin on the southern line of Calhoun Street; thence north  $84^{\circ} 5'$  East 59.90 feet to a stone on the southern line of Calhoun Street which stone marks the intersection of the southern line of Calhoun Street and the eastern line of Hickory Street; thence north  $88^{\circ} 12' 50''$  East 513.75 feet along the southern line of Calhoun Street to a stone; thence north  $74^{\circ} 23' 20''$  east 105.31 feet to a tack in lead hub on the east line of St. Peter Street; thence around a curve to the right with a radius of 10 feet a distance of 12.70 feet to a tack in lead hub on the south line of Coutts Street; thence S.  $71^{\circ} 10'$  East 215.14 feet along the southern line of Coutts Street to a cooper point in lead hub marking the intersection of the south line of Coutts Street and the western line of St. Paul Street; thence S.  $36^{\circ} 05' 20''$  West 626.45 feet along the western line of St. Paul Street to a stone marking the intersection of the western line of St. Paul Street with the northern line of Charity Street; thence north  $71^{\circ} 02' 40''$  West 201.69 feet along the northern line of Charity Street to a stone; thence S.  $71^{\circ} 14' 40''$  West 113.49 feet to an iron fence on the western line of St. Peter Street; thence along said fence north  $69^{\circ} 20' 38''$  West 181.26 feet to a point in the eastern line of Hickory Street; thence north  $85^{\circ} 35' 04''$  west 41.73 feet to a stone in the northern line of Charity Street; thence along the northern line of Charity Street north  $67^{\circ} 43' 10''$  West 256.07 feet to a stone in the eastern line of Chamberlayne Parkway, the point and place of beginning.

VA-7-2

Beginning at a point marking the intersection of the west line of St. James Street with the north line of Charity Street; thence running westerly along said north line of Charity Street north  $70^{\circ} 59' 24''$  west, 261.90 feet to a point on the east line of St. John Street; thence across St. John Street north  $71^{\circ} 05' 13''$  west, 65.56 feet; thence north  $71^{\circ} 06' 40''$  west, 129.00 feet to a point; thence in a line parallel with St. John Street north  $36^{\circ} 09' 00''$  east, 336.64 feet to a point on the north line of Federal Street; thence north  $71^{\circ} 10' 10''$  west, 131.49 feet to a point on the east line of St. Paul Street; thence north  $36^{\circ} 02' 41''$  east, 290.69 feet to a point on the south line of Coutts Street; thence across Coutts Street north  $36^{\circ} 02' 41''$  east, 32.78 feet to a point marking the intersection of the north line of Coutts Street with the east line of St. Paul Street; thence across St. Paul Street north  $71^{\circ} 06' 11''$  west, 63.93 feet to a point; thence north  $71^{\circ} 10' 00''$  west, 225.75 feet to a point on the east line of St.

being in the City of Richmond, Virginia, known as 3301 Maryland Avenue, as more particularly shown on plat of survey prepared by Associated Engineers & Surveyors, Ltd., dated March 25, 1981, entitled "Plat of 3301 Maryland Avenue in the City of Richmond, Virginia", a copy of which is attached.

3352 WELLINGTON STREET

ALL that certain lot, piece, or parcel of land, together with improvements thereon and appurtenances thereto belonging, lying, and being in the City of Richmond, Virginia, known as 3352 Wellington Street, as more particularly shown on plat of survey prepared by Associated Engineers & Surveyors, Ltd., dated March 25, 1981, entitled "Plat of 3352 Wellington Street in the City of Richmond, Virginia", a copy of which is attached.

3009 WOODCLIFF AVENUE

ALL that certain lot, piece, or parcel of land, together with improvements thereon and appurtenances thereto belonging, lying, and being in the City of Richmond, Virginia, known as 3009 Woodcliff Avenue, as more particularly shown on plat of survey prepared by Associated Engineers & Surveyors, Ltd., dated March 25, 1981, entitled "Plat of 3009 Woodcliff Avenue in the City of Richmond, Virginia", a copy of which is attached.

VA 7-17

\*

ALL that certain lot, piece, or parcel of land, together with improvements thereon and appurtenances thereto belonging, lying, and being in the City of Richmond, Virginia, all as more particularly shown on plat of survey prepared by Austin Brockenbrough and Associates Consulting Engineers dated May 15, 1973, entitled "Mimosa, Section III, Richmond, Virginia", a copy of which is recorded in Plat Book 41, Page 93.

VA 7-18

ALL that certain lot, piece, or parcel of land, together with improvements thereon and appurtenances thereto belonging, lying, and being in the City of Richmond, Virginia, all as more particularly shown on plat of survey prepared by Austin Brockenbrough and Associates Consulting Engineers dated October 25, 1974, and last revised March 25, 1977, entitled "Plat Showing Property on Springhill Avenue Between 19th & 20th Streets, Project No. VA 7-18, Richmond Redevelopment and Housing Authority, Richmond, Virginia", a copy of which is recorded in Deed Book 260, Page 973 and Plat Book 41, Page 94.

VA 7-19

ALL that certain lot, piece, or parcel of land, together with improvements thereon and appurtenances thereto belonging, lying, and being in the City of Richmond, Virginia, known as Parcels 1, Block 5, all as more particularly shown on plat of survey prepared by Austin

BOOK 328 PAGE 1656

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF RICHMOND.

This deed was presented, and, with the Certificate annexed, admitted to record on

DEC 21 1992

at 1:50 o'clock P.M.

Clerk's Fee 125.00 + 1.00  
Transfer Fee \_\_\_\_\_  
State Tax \_\_\_\_\_  
City Tax \_\_\_\_\_  
Grantor's Tax \_\_\_\_\_  
Total 126.00

Teste:

*Juli McGuire, Woods*

*Lua P. Purdy* Clerk

CS 139047

## **RICHMOND REDEVELOPMENT & HOUSING AUTHORITY AUCTION ON-SITE, INTERNET AND TELEPHONIC TERMS AND CONDITIONS**

All bidders must register acknowledging that they have read and agree to the “Terms and Conditions” of the sale as outlined prior to bidding.

Announcements: All announcements made the day of auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale. The parties hereto acknowledge that this purchase is being made at public auction and the parties are thereby bound by all terms and conditions stated in the auctioneer’s opening remarks. Auctioneer/Seller reserves the right to withdraw property from auction at any time.

Agency: Higgenbotham Auctioneers International Limited, Inc., firm, auctioneer, and all parties employed by or associated with, will be acting solely as a representative of the Seller.

Auctioneer Rights: All decisions of the Auctioneer are final. The Auctioneer reserves the right to reject any bid or bidder and has the right to accept back-up contracts the day of sale. In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer.

Minimum Required Deposit: A deposit equal to \$5,000.00 is required in order to bid at the auction and must be shown at Bidder Registration the day of the Auction. This can be in the form of a personal or business check, or if bidding online, with a credit card authorization. If the bidder will be bidding by telephone, the Minimum Required Deposit must arrive at the offices of Higgenbotham Auctioneers International no later than 72 hours prior to the auction.

Earnest Money Deposit: A deposit equal to \$5,000.00 (the Minimum Required Deposit) is required immediately after the auction. No credit cards will be accepted for the Earnest Money Deposit. The remaining balance of the Total Purchase Price is due within FORTY-FIVE (45) days from the date of the offer’s Commencement Date, which is the date of acceptance by the Seller. Deposit funds are non-refundable. Checks should be made payable to Stewart Title, (unless another Escrow Agent is selected by Purchaser).

Purchase Price: A 10% Buyer’s Premium will be added to the high bid at the auction and become the Total Purchase Price. The 10% Buyer’s Premium must be paid at the settlement by the high bidder in addition to all other applicable fees and charges described herein and in the Auction Purchase and Sale Agreement.

Purchaser Registration: This Auction will be held at the Greater Richmond Convention Center, 403 N. 3<sup>rd</sup> Street, Richmond, VA 23219 and available online through the Internet or telephonically.

Bidding in Person: All bidders must register on-site (at the designated area) by providing appropriate government ID and receive a bidder number. By registering and accepting a number, all bidders agree to abide by all of the Terms of Sale.

Internet Bidding: Pre-registration is required with a valid credit card. The Auctioneer shall place an authorization on the bidder’s credit card in the amount of the Minimum Required Deposit. The bidder, by registering for the Auction and presenting a valid credit card for the Minimum Required Deposit, authorizes the Auctioneer to place an authorization in the amount of the Minimum Required Deposit on

the bidder's credit card account. If the bidder is not declared the high bidder for the property(ies) bid on, the Auctioneer will release the authorization on the bidder's credit card within two (2) business days of the Auction. Please keep in mind that your funds will not be available until your credit card issuer processes the release of authorization. Please contact your credit card issuer for more information regarding credit card authorizations and the time limits associated therewith. If the Internet bidder is declared the high bidder at the conclusion of the Auction for this Property, the bidder must satisfy the requirements set forth in these Terms and Conditions, the Auction Terms of Sale, and this Purchase and Sale Agreement, including, without limitation, executing and returning the required Purchase and Sale Agreement and the required Earnest Money Deposit within forty-eight (48) hours of the conclusion of the Auction. Auctioneer shall cancel the authorization on the bidder's credit card within two (2) business days of receipt of the signed Purchase and Sale Agreement and clearance of the Earnest Money Deposit. Occasionally, the Internet cannot keep up with the pace of the live auction. It is at the Auctioneer's discretion to accept or reject an Internet bid. Due to the structure and speed of live Internet auctions, the final bid shown may not be the actual final bid. Frequently the floor response before an Internet bid is accepted, therefore, floor bids are always considered first over identical Internet bids. The Auctioneer reserves the right to determine who the final bidder is at his sole discretion and the Auctioneer reserves all rights to correct any incorrect Internet bids.

Bidding Telephonically: All bidders who wish to bid by telephone must pre-register with the Auctioneer and deliver the Minimum Required Deposit no later than 72 hours prior to the Auction commencing to the Auctioneer by certified funds or by wire transfer.

Broker Registration: Brokers/Agents must register their client by no later than 48 hours before the auction via the Broker Registration Form. Twenty percent (20%) net commission paid to Higgenbotham Auctioneers International Limited, Inc. will be paid to any properly registered broker whose client purchases real estate at the auction and closes in full. It is the responsibility of any agent representing a client to have completed and returned the Broker Registration Form by the published deadline. No registration forms will be accepted at auction.

Bidding Process: The property may be offered in one or more lots. No bid may be withdrawn by a bidder once made to the Auctioneer. All bids are an irrevocable offer to buy and shall remain valid and enforceable to and until the Auctioneer declares the property "Sold" and the auction has concluded. The Auctioneer reserves the right, but has no obligation, to bid on behalf of the Seller up to the undisclosed reserve price, unless the property is declared "Absolute" or the "Reserve has been met". The bidder's number is nontransferable.

All Sales are Final: By registering and bidding, the Purchaser acknowledges they understand and agree to the Terms of Sale. The Purchaser acknowledges that they have read the Auction Purchase and Sale Agreement and the Terms and Conditions of the Auction Sale provided by Auctioneer and accept the Auction Purchase and Sale Agreement without any changes to the pre-printed text. The Purchaser must sign all contract documents immediately after the auction or if bidding by telephone, must execute and return the Auction Purchase and Sale Agreement within 48 hours of the auction.

Representation: Although information has been obtained from sources deemed reliable, the Auctioneers, Higgenbotham Auctioneers International Limited, Inc., its representatives, employees, firm, broker, their attorney's nor the Seller make any guarantee or warranty of any kind expressed or implied as to the accuracy of the information herein contained.

Real Property: The real property, offered for sale at the Auction are being sold "**AS IS,**" "**WHERE IS,**" **WITH ALL FAULTS AND DEFECTS,**" without warranty or guarantee of any kind, except as expressly provided for in the Auction Purchase and Sale Agreement and Terms and Conditions of the

Auction Sale. Each potential Purchaser is encouraged to perform his/her own independent inspections, inquiries and due diligence concerning the described property. The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient's risk. It is the Purchaser's responsibility to inspect the property prior to bidding to make their determination as to the condition or seek professional inspection (at the Purchaser's expense) of the property. Purchaser(s) agrees to accept property with its current zoning, easements, and any and all right-of-ways that carry with it. All information is taken from sources deemed to be accurate and reliable, all measurements are approximate and not to scale. The Seller and the Auctioneers, Higgenbotham Auctioneers International Limited, Inc., contractors, employees, firm, or brokers assume no liability in this matter. Any and all announcements made the day of auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale but shall in no event form the basis of any representation or warranty by Seller or Auctioneers. By bidding on the property, you are accepting all terms and conditions stated herein.

Financing: The purchase is not contingent on obtaining financing or qualification nor is contingent on an appraisal of the property.

Purchaser Default: In the event a high bid is accepted and the Purchaser fails to close or comply with the terms of the Auction Purchase and Sale Agreement, then the earnest money will be forfeited as liquidated damages, but such forfeiture shall not affect any other remedies available to Seller for such failure.

Indemnity: The Purchaser assumes full responsibility and liability for any claim or actions based on or arising out of injuries, death, damage, loss of property, sustained or alleged to have been sustained by Buyer, its agent, principals, associates, friends, family and/or employees, in connection with or to have arisen out of or incidental to the auction including but not limited to the performance of this Agreement. Regardless of whether such claims or actions are founded whole or in part upon alleged negligence or negligent misrepresentation of Seller, Auctioneer, or the employees, agents, invitees, or licensees thereof, Purchaser agrees to indemnify and hold harmless Seller, Auctioneer, and their representatives, and the employees, agents, invitees and licensees thereof in respect of any such matters and agrees to defend any claim or suit or action brought against Seller, Auctioneer, and their representatives, and the employees, agents, invitees and licensees thereof.

Environmental Disclaimer: The Seller and Higgenbotham Auctioneers International Limited, Inc., agents, contractors and employees do not warrant or covenant with Purchaser(s) with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises. Purchaser is to rely upon their own environmental audit or examination of the premises.

Acreage and Square Feet: All acreages and square feet descriptions are approximate. If there is a discrepancy between Higgenbotham Auctioneers International Limited, Inc. or its representative and the actual acreage and/or square feet as determined by a surveyor or appraiser, the price will not be adjusted. The statements, while not guaranteed, are from reliable sources. Any costs incurred in establishing boundaries shall be the responsibility of the Purchaser(s). Each sale is subject to easements, right-of-way, reservation and/or restrictions of record.

Closing: **TIME IS OF THE ESSENCE.** The balance of the purchase price will be due in FORTY-FIVE (45) days from the Commencement Date, which is the last date that the Agreement has been signed by the Seller and Purchaser. The Seller will not sign the Agreement until approval by the Richmond Redevelopment & Housing Authority and/or the U.S. Department of Housing & Urban Development.

The Seller at closing will convey the real estate with a Special Warranty Deed. Purchaser is responsible for all closing costs associated with closing to include but not limited to all transfer and recordation closing fees, financing expenses, title fees, title insurance, survey, easement and appraisal. Taxes will be prorated from date of closing.

**As a Bidder and Purchaser, you are acknowledging and representing the following:**

- I have read and agree to the Terms and Conditions of Auction Sale as set forth herein.
- I have read, understand and agree to all of the terms and conditions in the Auction Purchase & Sale Agreement and will sign the Auction Purchase & Sale Agreement without making any changes to the pre-printed text.
- I understand that I do **not** have an agency relationship with Higgenbotham Auctioneers International Limited, Inc., auctioneers, firm, broker and all parties employed by or associated with.
- I accept full responsibility for due diligence on the real estate I am bidding on.
- I understand that all real estate will be sold "As-Is, Where-Is".
- I understand if I am the successful bidder the sale of this property is not contingent upon obtaining a Certificate of Occupancy.
- I understand that, in the event I am the successful bidder of this real estate, that a 10% Buyer's Premium will be added to the High Bid to achieve the Total Purchase Price payable at Closing.
- I understand that, in the event I am the successful bidder of real estate, and if I fail to close per the Auction Purchase & Sale Agreement, my earnest money deposit(s) will be forfeited.
- I understand this agreement will become part of the Auction Purchase and Sale Agreement if I am the winning bidder.
- In the case of a conflict between the Auction Purchase and Sales Agreement and Terms and Conditions of Auction Sale for Real Estate, the Auction Purchase and Sale Agreement shall control.

**BY REGISTERING AND BIDDING, YOU HAVE ACCEPTED THESE TERMS AND CONDITIONS OF AUCTION SALE.**



**AUCTION PURCHASE AND SALE AGREEMENT**

THIS AUCTION PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_ day of \_\_\_\_\_, 2019 by RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY (collectively the "Seller") and \_\_\_\_\_ (collectively the "Purchaser(s)"), for the property located at: \_\_\_\_\_ and further described in Exhibit A of this Agreement and recites and provides as follows:

**RECITALS**

WHEREAS, the Seller owns the Property as more particularly described on Exhibit A and by this reference made a part hereof (collectively, the "Property");  
WHEREAS, Purchaser desires to purchase the Property and has submitted an offer for purchase as part of an auction (the "Offer");  
WHEREAS, the Offer is subject to the Terms & Conditions of Auction Sale, as defined on the Auctioneer's website at [www.higgenbotham.com](http://www.higgenbotham.com) and in the Property Information Package for the Property and by this reference made a part hereof; and  
WHEREAS, Seller agrees to sell the Property subject to the terms and provisions of this entire Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in good consideration of the mutual promises, covenants and conditions set forth herein, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

**Section 1. Sale and Purchase.** Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase the Property. The last date upon which this Agreement is signed shall be hereinafter referred to as the "Commencement Date."

**Section 2. Offer.** This Agreement, when signed by Purchaser and submitted to Seller, shall be irrevocable for fourteen (14) business days from the date of submission, and shall not be withdrawn for any reason by Purchaser. If not accepted by Seller within that time by delivery of a signed copy of this Agreement to the Purchaser, this Agreement and the Purchaser's offer shall become null and void and the Deposit held by the Escrow Agent shall be promptly returned to the Purchaser.

**Section 3. Purchase Price.** The purchase price for the Property shall be \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

(the "Purchase Price"). The Purchase Price includes the 10% Buyer's Premium based on the following:

- A. High Bid Price: \$ \_\_\_\_\_
- B. Buyer's Premium (equal to 10% of the High Bid Price) \$ \_\_\_\_\_
- C. Total Purchase Price (equals A + B) \$ \_\_\_\_\_
- D. Earnest Money Deposit \$ 5,000.00

The Purchase Price shall be payable as follows:

- A. Deposit. An Earnest Money Deposit (the "Deposit") of \$5,000.00 of the Purchase Price shall be held in a Real Estate Trust Account by the Escrow Agent and is non-refundable upon mutual execution of the Agreement between Purchaser and Seller, unless otherwise specified herein. The Deposit is due at the time of the Purchaser signing this Agreement.
- B. Remaining Balance. The balance of the Purchase Price, less the Deposit, is to be paid at Closing, as hereinafter defined, in cash, by wire transfer or other immediately available funds.

**Section 4. Title Commitment, Exceptions, and Auction Terms**

- A. Title Commitment. As part of the Property Documents, Seller delivered the most recent title commitment or policy, if any, in its

possession to the Purchaser (the "Existing Title"). Purchaser has waived any objections to the Existing Title.

- B. **Permitted Exceptions.** Purchaser shall accept title to the Property, subject to the following exceptions (the "**Permitted Exceptions**"):
1. Those matters affecting or relating to the title to, or the survey of, the Property which are of record on the Commencement Date or which would be disclosed by a current and accurate survey and physical inspection of the Property.
  2. The lien of non-delinquent taxes, assessments and other usual and customary charges assessed against the owners of real property in the state in which the Land is located.
  3. All building and zoning laws, codes and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.
  4. All Permitted Exceptions provided for in Exhibit A.
- C. **Auction Terms & Conditions.** The Auction Terms and Conditions as posted on the Auctioneer's website at [www.higgenbotham.com](http://www.higgenbotham.com) and in the Property Information Package for this Property are hereby incorporated into this Agreement as fully as if copied herein verbatim. To the extent that any term or condition of the Terms and Conditions may be in conflict with this Agreement, except for announcements made the day of the auction, it is the intention of the Purchaser and Seller that this Agreement shall control.

**Section 5. Closing.**

- A. Closing shall take place at a date which shall be no later than FORTY-FIVE (45) days from the Commencement Date, the last date upon which this Agreement is signed.
- B. The Escrow Agent shall be **Stewart Land Title Services, LLC** ("Escrow Agent"), unless otherwise chosen differently by Purchaser.
- C. At the Closing, Seller shall convey to Purchaser, by Special Warranty Deed, insurable fee simple title to the Property free and clear of liens, claims, interests and encumbrances, subject only to standard permitted exceptions and existing easements and other conditions outlined within this Agreement. Seller shall deliver possession of the Property to the Purchaser as of the date of Closing. The Purchaser accepts all previously disclosed matters of title provided by the Auction Firm and Seller prior to auction.
- D. At the Closing, Escrow Agent shall deliver to Seller a settlement statement in form and substance reasonably satisfactory to Purchaser and Seller and such other documents, certificates and instruments as may reasonably be required to convey the Property to Purchaser.

**Section 6. Closing Costs.** Notwithstanding anything to the contrary contained herein, the costs of Closing shall be paid as follows:

By Purchaser:

- A. Escrow Agent's closing fee;
- B. All Transfer Tax and Recording fees;
- C. Escrow Agent's document preparation fee; and,
- D. All premiums, fees and costs associated with the issuance of any lender and/or owner title policy.
- E. A per diem of \$100 per day if the Purchaser does not close on or before the Closing Date ("Closing Penalty") and the delay in the Closing is the fault of the Purchaser. The Closing Penalty will not be applicable to the Purchase Price. If the Purchaser does not close on or before the Closing Date, the Purchaser will have up to fifteen (15) days after the Closing Date to ultimately close on the property and the Closing Penalty will be due and payable to Seller at the Closing Date.

By Seller:

- A. Preparation of Grant Deed and other Seller's documents required hereunder.

**Section 7. Brokerage/Auctioneer Fees.** Seller shall pay to Higgenbotham Auctioneers International Limited, Inc., an auctioneer's fee pursuant to a separate written agreement. Other than \_\_\_\_\_ as broker for the Purchaser, the Purchaser represents and warrants to the Seller that it has not taken any action and is not aware of any facts that may give rise to a commission or brokerage fee being due as a result of the transfer of the Property. The Purchaser shall indemnify and hold the Seller harmless from and against any claims made for a commission due.

**Section 8. Taxes and Assessments.** All past due and accrued real property taxes shall be pro-rated at Closing. The water rates and sewer charges, if any, shall be prorated and adjusted to the date of Closing. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the real estate assessor's office for the City of Richmond for information.

**Section 9. Seller's Representations.**

- A. The Seller represents to Purchaser the following:
1. The Seller has authority to sell the Property and is authorized to deliver a Special Warranty Deed, and such other documents that are customary and necessary to convey the Property to the Purchaser.

**Section 10. Property Condition and Development Obligations.**

- A. Disclaimer. Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, concerning or with respect to: (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon; (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Property; (e) the presence of any endangered or threatened species on the Property, as well as the suitability of the Property as habitat for any of those species; (f) the accuracy or completeness of any materials provided to Purchaser under the provisions of this Agreement or otherwise; or (g) any other matter with respect to the Property. Without limiting the foregoing, Seller does not make and has not made any representation or warranty regarding the presence or absence of any hazardous substance on, under or about the property or the compliance or non-compliance of the property with any and all federal, state or local environmental laws, ordinances, regulations, orders, decrees or rules regulating, relating to or imposing liability or standards of conduct concerning any hazardous substances.
- B. Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) Purchaser has had the opportunity to inspect the Property, (b) if this transaction is consummated, Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection and knowledge of the Property, and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in this Agreement), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. Purchaser further acknowledges that any references by Seller, its broker(s), advisors, attorneys, consultants and Higgenbotham Auctioneers International Limited, Inc. regarding square footage, dimensions or area measurements for land or improvements thereon are approximate and were provided by Seller without representation to their accuracy. Purchaser acknowledges and agrees that verification or determination of the accuracy of such information is the responsibility of Purchaser. With respect to any personal property being conveyed hereunder, Purchaser shall not rely on any list of such property compiled by Seller, but rather, Purchaser shall compile its own list for review by Seller, which list, if approved by Seller, shall be countersigned by Seller as evidence of the list's accuracy, and such list shall constitute the personal property to be conveyed to Purchaser at Closing.
- C. AS IS. THE OCCURRENCE OF THE CLOSING WILL CONSTITUTE AN ACKNOWLEDGMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION THEREOF AND IN ACCORDANCE WITH ANY REVIEW OF THE PROPERTY CONDUCTED BY PURCHASER. THE SALE OF THIS PROPERTY IS NOT CONTINGENT UPON THE PURCHASER OBTAINING A CERTIFICATE OF OCCUPANCY.
- D. RELEASE. PURCHASER HEREBY RELEASES SELLER AND ANY SERVICER, AGENT, REPRESENTATIVE, MANAGER, AUCTIONEER, AFFILIATE, OFFICER, PARTNER, SHAREHOLDER OR EMPLOYEE OF SELLER (A "SELLER RELATED PARTY") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER (A "PURCHASER RELATED PARTY") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROPERTY, AND PURCHASER WILL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF.

- E. SURVIVAL. THE ACKNOWLEDGMENTS AND AGREEMENTS OF PURCHASER SET FORTH IN THIS SECTION 10 WILL SURVIVE THE CLOSING.
- F. PERSONAL PROPERTY; INTANGIBLE PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO SELLER'S TITLE TO THE PERSONAL PROPERTY OR THE INTANGIBLE PROPERTY.
- G. **Right of Reversion**. Seller shall reserve a right of reversion on the Property. Purchaser shall have two (2) years after the date of recordation of the Deed to complete the improvements and/or renovation of the Property. The improvements and/or renovation of the Property shall include the completion of renovation or new construction of a single-family residence based on the issuance of a certification by the Seller pursuant to Section 10(l) herein evidencing the completion of the improvements and/or renovation of the Property. This right of reversion shall expire upon proof of substantial completion of the property in accordance with the terms herein. Additionally, the Seller shall subordinate its rights under this Agreement to any financial institution which extends construction and/or permanent financing for this project. Purchaser hereby irrevocably appoints the Seller as its attorney-in-fact, coupled with an interest, with the power and authority to execute any and all documents and instruments that the Seller may deem appropriate to affect the reversion of title to the Property to the Seller as contemplated in this Agreement, including, without limitation, a deed reconveying title to the Property to the Seller.
- H. Design Approval of Renovation and Construction Plans. Purchaser is obligated to submit all plans for demolition, improvements and/or renovation of the Property to the Seller for approval within six (6) months of the date of recordation of the deed, which approval shall not be unreasonably withheld. The Purchaser shall not demolish or remove existing improvements without approval of the Seller. New construction of dwelling units must be compatible in exterior design with the prevailing design character of the block in which the Property is located, as determined by the Seller. The Seller will evaluate construction plans to determine if the exterior design-materials, massing, prominent features, height, elevations, roof form, fenestration, doors, and siting are compatible with the prevailing architecture on the block.
- I. Obligation of Seller to Furnish Certification. Promptly after completion of construction or renovation of the Property, as evidenced by the issuance of a certificate of occupancy from the City of Richmond, Virginia, the Seller will furnish Purchaser with an appropriate instrument in recordable form so certifying. The certification by the Seller shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the covenants in the Agreement and the deed with respect to the obligations of Purchaser to construct or renovate improvements on the Property and the dates for the beginning and completion thereof. Such determination shall be in the sole discretion of the Seller.
- J. Written Request on Failure to Provide Certification. If the Seller shall refuse or fail to provide the certification, the Seller shall, within thirty (30) days after written request by Purchaser, provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or renovation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Seller, for Purchaser to take or perform in order to obtain the certifications.
- K. Seller not a Partner or a Joint Venturer - Seller to be Held Harmless. Nothing in this Agreement shall be construed as making the Seller a partner or joint venturer with Purchaser and Purchaser shall indemnify and hold the Seller harmless of and from any loss, claims, or damage, including reasonable counsel fees, arising from the construction of improvements and/or renovation on the Property.

**Section 11. Condemnation.** If, prior to or during the Closing, all or any material part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the option of: (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) terminating this Agreement, in which event this Agreement shall be terminated, and this Agreement shall then be deemed null and void, none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, and the Seller shall return the Deposit in full to the Purchaser.

**Section 12. Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Purchaser on the Closing Date. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause prior to Closing shall be the responsibility of the Seller. Seller has no obligation to repair or replace the Property if damaged prior to Closing. If the Property is damaged or destroyed prior to Closing, Purchaser may terminate this Agreement and receive the Deposit paid with no claim for consequential damages arising from the damage or destruction of the Property.

**Section 13. Purchaser Default.** If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur on or before the Closing Date because of the fault of Purchaser, then Seller, at its option, shall have the right to retain the Deposit paid as property of the Seller for damages the determination of which is difficult or incapable of

determination. By retaining the Deposit, Seller does not waive any rights or remedies it may have because of Purchaser's default. It is intended hereby that all of the rights and remedies of Seller available either pursuant to the terms of this Agreement, or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.

**Section 14. Default by Seller.** If Seller fails or refuses to deliver the Special Warranty Deed on or before the Closing Date upon receipt of the Purchase Price from the Purchaser, then Purchaser shall have the right to terminate this Agreement, in which event this Agreement shall then be deemed null and void, and the Seller shall return the Deposit in full to the Purchaser.

**Section 15. Assignment.** This Agreement may be assigned to any third party by the Purchaser with prior written consent of the Seller, which consent may be reasonably withheld in the Seller's sole and absolute discretion, provided, however any assignment by Purchaser shall not relieve the Purchaser of any liability hereunder.

**Section 16. Costs.** Except as otherwise specified in this Agreement, each Party hereto shall pay all of its own costs and expenses incurred in connection with the transactions contemplated hereunder, including, without limitation, any fees and disbursements of its accountants and counsel.

**Section 17. Notices.** All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given when mailed, by registered or certified mail, return receipt requested, or by overnight courier, or if faxed, in any case when received by the other party or parties. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt). Notice for any party may be given by its respective counsel. Notices shall be directed to the following addresses (or such other addresses as may hereafter be furnished to the other party by like notice):

To Seller: Richmond Redevelopment and Housing Authority  
ATTN: Chief Real Estate Officer  
901 Chamberlayne Parkway  
Richmond, VA 23220  
(804) 780-4200 Phone

To Auctioneer: Higgenbotham Auctioneers International Limited, Inc.  
ATTN: Martin E. Higgenbotham  
1629 Shepherd Road  
Lakeland, FL 33811  
(863) 644-6681 Phone  
(863) 644-6686 FAX

To Escrow Agent: Stewart Land title Services, LLC  
ATTN: Karen Mason, Escrow Officer  
1802 Bayberry Court, Suite 305  
Richmond, VA 23226  
(804) 648-7600 Phone  
(866) 876-4932 FAX

**Section 18. Entire Agreement.** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

**Section 19. Modification.** The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

**Section 20. Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

**Section 21. Severability of Provisions.** Any part, provision, representation, warranty or covenant of this Agreement that is prohibited or unenforceable or is held to be void or unenforceable in any particular jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law that prohibits or renders void or unenforceable any provision hereof.

**Section 22. Captions.** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

**Section 23. Acceptance.** This Agreement when signed on behalf of Purchaser shall be deemed an offer and shall remain in effect until FOURTEEN (14) days from the date of submission. If not accepted by Seller within that time by Seller by delivery of a signed copy of this Agreement to the Purchaser, this Agreement and the Purchaser's offer shall become null and void. THE PURCHASER ACKNOWLEDGES THAT THIS AGREEMENT IS SUBJECT TO SELLER AND/OR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT APPROVAL.

**Section 24. Exhibits.** The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement.

**Section 25. Successors.** This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. This Agreement cannot be assigned by the Purchaser to any party without the prior written consent of the Seller. It is intended and agreed that the covenants provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Seller, or any successor thereto, against Purchaser, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

**Section 26. Governing Law and Court of Exclusive Jurisdiction.** This Agreement and all documents and instruments referred to herein shall be governed by the laws of the Commonwealth of Virginia. Any disputes between the Seller and Purchaser regarding this Agreement will be decided exclusively by the General District or Circuit Courts of the City of Richmond, Virginia, as the jurisdiction of either such Court may be proper.

**Section 27. Time of Essence.** TIME IS OF THE ESSENCE with respect to each and every provision of this Agreement. Whenever any action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a weekend or federal holiday, then such period (or date) shall be extended until the next succeeding business day.

**Section 28. Patriot Act.** Purchaser is not, and will not be, a person or entity with whom Seller is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107 56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, the "Anti Terrorism Laws"), including, without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

**Section 29. Non-Foreign Seller.** Seller represents that at the time of acceptance of this Agreement and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the Purchaser does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Purchaser an affidavit, in a form and substance acceptable to Purchaser, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

IN WITNESS HEREOF, Purchaser and Seller agree that the Date of this Agreement shall be the date the Seller executes this Agreement.

**SELLER:**

**RICHMOND REDEVELOPMENT & HOUSING AUTHORITY**

\_\_\_\_\_  
BY: Damon E. Duncan, Chief Executive Officer

\_\_\_\_\_  
Date of Seller Acceptance

**PURCHASER:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date of Purchaser Offer

**PURCHASER:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date of Purchaser Offer

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**EXHIBIT A**

**Property Address**

**Legal Description**

**Description of the Property**

**Permitted Exceptions to Title**

DRAFT



This document is prepared by:  
VSB No. 88594  
Cory J. Wolfe  
901 Chamberlayne Parkway  
Richmond, Virginia 23220  
(804) 780-4939

Assessment: \$ \_\_,000.00

Consideration: \$ \_\_,000.00

Tax Parcel No: \_\_\_\_\_

**THIS DOCUMENT IS EXEMPT FROM THE RECORDATION TAXES IMPOSED BY SECTION 58.1-802 OF THE CODE OF VIRGINIA (1950), AS AMENDED, PURSUANT TO SECTION 58.1-811.C.4 OF THE CODE OF VIRGINIA (1950), AS AMENDED.**

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made as of August \_\_, 2017, by and between **RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “Grantor”) and \_\_\_\_\_ (the “Grantee”).

**WITNESSETH:**

In consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee, with Special Warranty of Title, that certain piece or parcel of land lying and being in the City of Richmond, Virginia, and more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon and all appurtenances thereunto belonging, if any (the “Property”).

The Grantor and the Grantee acknowledge and agree that the Property is being conveyed by the Grantor to the Grantee in its present “AS IS, WHERE IS, WITH ALL FAULTS” condition, without any representations or warranties by the Grantor, either express or implied, regarding the physical condition of the Property.

This conveyance is made subject to (a) the lien of real estate taxes and assessments not yet due and payable, (b) any and all covenants, conditions, restrictions, easements, liens and other matters of record, (c) such matters as would be shown by a current and accurate survey and physical inspection of the Property, (d) the terms and conditions set forth in that certain Auction Purchase and Sale Agreement by and between the Grantor and the Grantee, dated as of \_\_\_\_\_, 20\_\_ (as amended, supplemented or otherwise modified from time to time, the "Agreement"). A copy of the Agreement is on file at the Grantor's offices located at 901 Chamberlayne Parkway, Richmond, Virginia 23220.

Promptly after the completion of the construction and/or renovation of the Property in accordance with the provisions herein and in the Agreement, Grantor will furnish Grantee with an appropriate instrument so certifying, in accordance with the terms of the Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Deed with respect to the obligations of Grantee and its successors and assigns, to complete the construction and/or renovation of the improvements on the Property and the dates for beginning and completion thereof.

The certification provided for in the paragraph next above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If Grantor shall refuse or fail to provide such certification, Grantor, within thirty (30) days after a written request by Grantee, shall provide Grantee with a written statement, indicating in what respects Grantee has failed to complete the construction or renovation of the improvements in conformity with the

provisions herein and in the Agreement, and in addition indicate the measures or acts necessary, in the opinion of Grantor, for Grantee to take or perform in order to obtain such certification.

If the Grantee or its successors or transferees breach or violate any of the covenants or upon the occurrence and continuation of an event of default under the Agreement and in case such breach or violation or such default shall not be cured, ended or remedied within sixty (60) days after written demand by the Grantor to do so (or any further extension thereof that may be granted by the Grantor in its sole discretion) with respect to such covenant then all right, title and interest in the Property conveyed under this Deed shall cease and terminate and title in fee simple to the Property shall immediately revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the Grantor, its successors or assigns, shall be entitled to and have the right to enter upon and take possession of the Property. Notwithstanding the foregoing, however, any such revesting of title shall be subject to and shall not defeat, render invalid or limit in any way the lien on the Property of any mortgage or deed of trust entered into by the Grantee or its successors or transferees in accordance with the terms hereof. The lienholder of a lien on the Property of any mortgage or deed of trust entered into by the Grantee or its successors or transferees shall be afforded the same rights of notice and cure as the Grantee in accordance with the terms hereof.

The Grantee or its successors or transferees specifically agree that during the time period between the date that title to the Property becomes revested in the Grantor and the date on which the Grantor assumes actual possession of the Property, the Grantee or its

successors or transferees shall keep the Property insured against loss by fire and other hazards and shall not commit waste or permit impairment or deterioration of the Property.

In the event that title to the Property or part thereof shall revert to the Grantor as herein provided, the Grantor, pursuant to its responsibilities under applicable law, shall use its best efforts to resell the Property or part thereof (subject to such mortgage liens as have been placed thereon as permitted herein) as soon and in such manner as the Grantor shall find feasible to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the improvements and renovations in accordance with the Agreement or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the Property or any part thereof.

Upon such resale of the Property, the proceeds thereof shall be applied:

FIRST: to reimburse the Grantor for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by the Grantor from the Property or part thereof in connection with such management); all taxes, assessments, and public utility charges with respect to the Property or part thereof, any payments made or necessary to be made to discharge any encumbrance or liens existing on the Property or part thereof at the time of the reversion of title thereto to the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements and renovations or any part thereof on the

Property or part thereof; and to any amounts otherwise owing to the Grantor by the Grantee or its successors or transferees; and

SECOND: to reimburse the Grantee or its successors or transferees up to an amount equal to the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the improvements and renovations or part thereof, less any gains or income withdrawn or made by the Grantee from the Agreement or from the Property.

The Grantor shall retain any balance remaining after such reimbursements.

The Grantor shall be deemed a beneficiary of the right of reversion and such right of reversion shall run with the land and in favor of the Grantor until released by the Grantor, without regard to whether Grantee is or remains an owner of any land or interest therein to which such right of reversion relates. As such a beneficiary, the Grantor, in the event of any breach of any covenant hereunder, shall have the right to exercise its right of reversion and to maintain any actions at law or suits in equity or other proper proceedings to enforce such right.

The Grantee covenants to include all the language herein pertaining to the Grantor's right of reversion in any deed transferring title to the Property.

In furtherance of the foregoing, the Grantee agrees to execute any and all documents and instruments that the Grantor may deem necessary and appropriate to effect the reversion of title to the Property to the Grantor as contemplated in this Deed, including, without limitation, a deed reconveying title to the Property to the Grantor. Furthermore, the Grantee hereby irrevocably appoints the Grantor its attorney-in-fact, coupled with an interest, with the power and authority to execute any and all documents





EXHIBIT A

Property Description

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**Karen Mason**  
Escrow Officer

Stewart Land Title Services, LLC  
1802 Bayberry Ct.  
Suite 305A  
Richmond, VA 23226  
Phone (804) 648-7600  
Fax  
Karen.Mason@stewart.com

October 18, 2018

## WIRE INSTRUCTIONS

We hereby request that our funds are wire transferred directly to our account. If you have any questions, regarding this matter, please call the number as referenced above.

**We do not accept ACH Transfers, these funds will be returned and may cause a delay in closing.**

Bank Name: **Wells Fargo Bank, NA**

Bank Address: **255 2nd Avenue South, Minneapolis, MN 55479**

ABA Number: **121000248**

Account Name: **Stewart Land Title Services**

Account Number: **8686333603**

REFERENCE OUR FILE NUMBER:

REFERENCE OUR BUYER/BORROWER NAME:

REFERENCE OUR SELLER NAME:

REFERENCE PROPERTY ADDRESS: