

12472 Lake Underhill Rd., Ste 312 Orlando, Florida 32828 Office (407) 275-6853 www.ewaldauctions.com

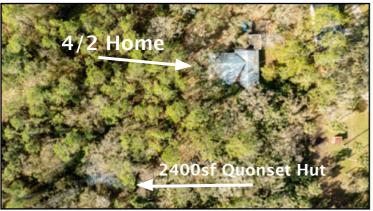
ESTATE ON-LINE ONLY AUCTION BIDDER INFORMATION PACKAGE

4 Bedroom/2 Bath home on 5/2 Acres in New Smyrna Beach, Florida

Bidding Opens: Sat, Jan 28 @ NOON AUCTION CLOSES: Sun, Feb 5 @ 3pm

469 Western Road New Smyrna Beach, FL 32168







In order to help in liquidating the estate of Larry A. Campbell, Ewald Auctions has been authorized to sell the following assets at **PUBLIC AUCTION** !!! Real Estate to Sell to the HIGHEST BIDDER OVER \$250,000! Under \$250K, selling Subject ot Seller's Confirmation









This information was obtained from sources deemed to be reliable. However, no warranties or representations, express or implied are made as to the accuracy of the information contained herein.



Property Information Page Campbell Estate Auction

Opens: January 28, 2023 @ 12:00p.m. EST Closes: February 5, 2023 @ 3:00p.m.EST

Inspection/Open House Schedule:

Saturday, January 28, 2023 from 10am – 2 pm Friday, February 3, 2023 from 10am – 2pm

469 Western Road, New Smyrna Beach, FL 32168

- Built in 1974
- 4 bedroom / 2 bath brick exterior, metal roof home
- 1,843 sq ft under air, 2,732 gross sq ft
- Screened in porch
 - 1974 Rolls Royce, ID# SRC18518 to be included with the real estate. It is currently parked on the enclosed screened in porch.
- Been sitting for a number of years, house needs major REHAB
- 2,400 sq ft Quonset Hut built in 2005
- Heavily wooded, needs to be cleared
- Well and Septic (well not working)
- 13 miles from the Atlantic Ocean
- 14 miles to Daytona Beach
- 521 miles to downtown Orlando
- 7 miles to I-95

REAL ESTATE TERMS AND CONDITIONS

- Selling the HIGHEST BIDDER over \$250,000!
- Under \$250K, Selling Subject to Sellers Confirmation.
- Real Estate Sells on an "AS IS, WHERE IS" basis, with no warranties of any kind express, implied or otherwise.
- Executed Contract due by Mon, Feb 6 @ 4pm.
- 10% NON-Refundable deposit due by Mon, Feb 6 @ 4pm.
- Balance due at closing within 30 days of auction.
- BUYER SHALL PAY **ALL** CLOSING COSTS ASSOCIATED WITH THE TRANSFER OF TITLE INCLUDING BUT NOT LIMITED TO SETTLEMENT FEES, DOCUMENT PREPARATION FEES, TITLE SEARCH COSTS, TITLE INSURANCE PREMIUMS, MUNICIPAL LIEN SEARCH FEES, RECORDING CHARGES, AND TRANSFER TAXES.
- BUYER agrees to pay ALL taxes, <u>both current and delinquent and will pay 2023 taxes in full when</u> <u>due. Taxes will not be pro-rated for date of closing.</u>
- NO contingencies for financing, inspection or otherwise.
- Possession with Deed.

AUCTION REGISTRATION FORM	Orlando, Florida 32828
Bidder # Date:	Office (407) 275-6853
DL Lic. #	www.ewaldauctions.com AUCTIONS
NAME:	COMPANY NAME:
ADDRESS:	CITY: STATE: ZIP:
BEST PHONE:	EMAIL:
How did you hear about the auction? Website	

19479 Lake Underhill Dd. Ste 219

TERMS AND CONDITIONS OF AUCTION

- 1. EVERYTHING IS SOLD "AS IS, WHERE IS". "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by the Sell only and are contained in the Purchase and Sale Contract.
- 2. ALL SALES ARE SUBJECT TO A 10% BUYER'S PREMIUM, ADDED TO THE BID PRICE.

ALICTION DECISTRATION FORM

- 3. The undersigned hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida, and consent to the jurisdiction of such court in any suit, action or proceeding and waive any objections which may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Auction Registration and all transactions contemplated by this Auction Registration shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of law.
- 4. The undersigned, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, Seller, and Escrow Agent, for any injuries or damages arising from any activities associated with the auction, including but not limited to, the removal of auction items from the premises. Further, undersigned agrees to indemnify Auctioneer, Trustee, Seller, and Escrow Agent from any claims brought by third parties against Auctioneer, Seller, or Escrow Agent arising from or out of the Auction which are in any way attributable to any acts or omissions on the part of the undersigned.
- 5. The undersigned, in his or her individual capacity, personally guarantees payment of the gross bid.
- 6. In the event that Auctioneer, Seller, or Escrow Agent are required to take any action to enforce the terms of this Auction Registration, Auctioneer, Seller, or Escrow Agent shall be entitled to recover from Buyer all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
- 7. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AUCTION REGISTRATION OR THE AUCTION ITSELF.
- 8. All parties signing this Auction registration in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
- 9. It is further acknowledged by Buyer that this Auction Registration has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature:		
Print Name:		
Individually and as _		(Title)
Of		. ,
	(Dusinger News)	

(Business Name)

Bid Acknowledgement And Receipt for Deposit Bidder #	124	72 Lake Underhill Rd., Ste 312 Orlando, Florida 32828 Office (407) 275-6853 www.ewaldauctions.com				A		D N S
NAME: BEST PHONE: EMAIL:						_STATE: _	ZIP:	
The undersigned (Hereinafter "Buyer") here AUCTION PROPERTY#: <u>469 Western Roa</u> EWALD AUCTIONS, INC. on <u>February 5, 2</u> Parcel Number: Bid Price: 10% Buyer's Premium: Total Contract Price: Cash or Cashier's Check Tendered: -	ad, NSB of the 2023. 	e <u>Campbe</u> 	<u>II Estat</u> - -	<u>e</u> Auct - - -	ion, cond \$	ucted by	ne following:	

1. This purchase is subject to the terms and conditions contained in the Purchase and Sale Contract which has been posted and available for Buyer's review and to the Auctioneer's Opening remarks. Capitalized terms herein shall have the same meaning as defined terms in the Purchase and Sale Contract.

2. Statements made by personnel of EWALD AUCTIONS, INC., and statements made from the auction block are based upon information given by Seller and other sources and this information is believed to be correct and accurate, however, Ewald Auctions, Inc. has not made any independent determination to confirm the accuracy of such information.

3. Buyer acknowledges that he or she has been given opportunity to inspect the property and to make an independent evaluation of the property without regard to whether or not Buyer actually inspected the property and without regard to any statements or representations made by Seller and Ewald Auctions, Inc... Further, Buyer acknowledges that Buyer has conducted all due diligence and investigations Buyer feels necessary or appropriate regarding the property.

4. The term "SOLD", as stated by the Auctioneer upon the acceptance of a bid, is an acknowledgement that such bid is the highest bid.

5. Whether such bid is accepted is subject to whether or not the sale is "ABSOLUTE".

The term "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by Seller only and are contained in the Purchase and Sale Contract.
 The agreement is binding upon the parties hereto and their heirs, successors and assigns.

- 8. Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which it may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Bid Acknowledgement and all transactions contemplated by this Bid Acknowledgement shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida, without regard of principles of conflicts of law.
- 9. Buyer, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, Seller, and Escrow Agent, as well as their respective officers, directors, agents and employees, for any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to, the removal of auction items from the premises. Further, Buyer expressly releases Auctioneer, Seller and Escrow Agent, and their respective officers, directors, agents and employees from any and all acts of their own negligence or fault, whether said negligence or fault be in their individual or representative capacity, or in convection with the negligence or fault of others. Further, Buyer agrees to indemnify Auctioneer, Seller, and Escrow Agent from any claims, demands, liability, loss or damage brought by third parties against Auctioneer, Seller, or Escrow Agent arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of the Auctioneer, Seller, or Escrow Agent, or their respective officers, directors, employees or agents.
- 10. Buyer, in his or her individual capacity, personally guarantees payment of the gross bid.
- 11. In the event that Auctioneer, Seller, or Escrow Agent are required to take any action to enforce the terms of this Bid Acknowledgement, Auctioneer, Seller, or Escrow Agent shall be entitled to recover from Buyer all of their reasonable attorneys fees and costs. Reasonable attorneys fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
- 12. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS BID ACKNOWLEDGEMENT OR THE AUCTION ITSELF.
- 13. All parties signing this BID ACKNOWLEDGEMENT in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
- 14. It is further acknowledged by Buyer that this Bid Acknowledgement has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature:	
Print Name:	
Individually and as	(Title)
Of	
(Business Name)	

Real Estate Purchase	12472 Lake Underhill Rd., Ste 312	
And Sale Contract	Orlando, Florida 32828	
	Office (407) 275-6853	
	www.ewaldauctions.com	AUCTIONS

THIS PURCHASE AND SALE CONTRACT	, made and entered into this	<u>6th day of February</u> , 2023,	
By and between			

The Estate of Larry A. Campbell by Lisa A. Culverhouse and Scott A. Campbell, Co-Personal Representatives NAME ADDRESS PHONE hereinafter referred to as "SELLER" and NAME ADDRESS PHONE NAME ADDRESS PHONE hereinafter referred to as "BUYER". WITNESSETH: That SELLER agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in Volusia County, State of Florida together with all improvements thereon, more particularly described as follows: <u>Volusia</u> County, State of <u>Florida</u> together with all improvements thereon, more particularly described as follows. <u>A residential home on @ 5.2 Acres located at 469 Western Road, New Smyrna Beach, FL 32168, with PIN# 721100000300</u> Property recorded in Deed Book No. <u>4205</u> Page No. <u>565</u> at the County Clerk's Office in <u>Deland, FLorida</u>. and being the same The BUYER agrees to pay therefore the sum of: \$ bid price, plus the 10% Buyer's Premium of \$ which equals the contract price of \$ therefore: contract price to be paid as follows: cash, the receipt of which is hereby acknowledged, and which is deposited in escrow account of Wright & Casey, PA (Escrow Agent) and, Due with Deed. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on or before <u>February 28, 2023</u>, unless extended by other provisions of this contract; and possession of the subject real estate shall occur <u>upon delivery of deed</u>

SELLER agrees to pay NO taxes, current or delinquent. BUYER agrees to pay ALL taxes, both current and delinquent and will pay 2023 taxes in full when due. Taxes will not be pro-rated for date of closing.

Proceed of Sale; Closing Procedures: Closing shall occur at the offices of Wright & Casey, P.A., 340 N. Causeway, New Smyrna Beach, FL 32169, or by mail away. The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held by Escrow Agent, for a period of not more than 5 days after the closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from the date of such notification to sure the defect. If Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

Escrow: Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Escrow Agent may deposit same with clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interplead the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Parties agree the Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent. Both Seller and Buyer further agree that Ewald Auctions, Inc., its agents, officers, directors and employees will not be held liable to either or both Buyer and Seller for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof.

FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by the Buyer and deposit(s) agreed to be paid, may be retained by and for the account of the Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller elects to retain the deposits paid by the Buyer, such sums shall be disbursed to Seller and Ewald Auctions, Inc. in accordance with their Auction Agreement. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of the Buyer's deposits(s) without thereby waiving any action for damages resulting from Seller's breach. The Buyer and the Seller, by mutual written agreement and/or addendum to this Contract, may extend the time for closing the sale referenced above. However, if the Buyer requires and extension of time in order to close the sale, the Seller reserves the right to request an additional non-refundable deposit in the amount of 10% of the proposed purchase price be tendered by the Buyer as consideration for the extension of time.

CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller unless this Auction is pursuant to an order of the Courts having jurisdiction in the transfer of the subject real estate. The real estate described herein is being sold on an "AS AS, WHERE IS" basis. The term "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. EASEMENTS AND RESTRICTIONS: The property is sold subject to any easement, restrictions, applicable limitations, rights of way and

planning and zoning regulations.

JURISDICTION: Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which they may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of law.

The Buyer and Seller, their respective agents, employees or any other parties acting on their behalves, specifically agree to HOLD HARMLESS Ewald Auctions, Inc., its officers, directors and employees, for any loss, injuries or damages arising from this Purchase and Sale Contract. All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of

such party or entity.

If the sale of the subject real estate is by auction, it is subject to all restrictions and announcements made at the auction. Buyer further certifies that they have examined the property described hereinabove; that they are thoroughly acquainted with its conditions and accept it as such. BUYER SHALL PAY ALL CLOSING COSTS ASSOCIATED WITH THE TRANSFER OF TITLE INCLUDING BUT NOT LIMITED TO SETTLEMENT FEES. TITLE INSURANCE PREMIUMS, MUNICIPAL LIEN SEARCH FEES, RECORDING DOCUMENT PREPARATION FEES, TITLE SEARCH COSTS, CHARGES, AND TRANSFER TAXES

(Date)

(Date)

This contract may not be assigned unless by written mutual consent of both the Buyer(s) and Seller.

BUYER AND SELLER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.

(Lisa A. Culverhouse, Co-Personal Representative) Social Security or Tax I.D. #	(Date)	(Scott A. Campbell, Co-Personal Representative) Social Security or Tax I.D. #
(Buyer)	(Date)	(Buyer)
Social Security or Tax I.D. #		Social Security or Tax I.D. #
		Ewald Auctions, Inc.
		Witness



Volusia County Property Appraiser 123 W. Indiana Ave., Rm. 102 DeLand, FL. 32720 Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3328027 CAMPBELL LARRY A EST

Parcel ID: 721100000300 469 WESTERN RD, NEW SMYRNA BEACH, FL

Parcel Summary

Alternate Key:	3328027
Parcel ID:	721100000300
Township-Range-Section:	17 - 32 - 11
Subdivision-Block-Lot:	00 - 00 - 0300
Owner(s):	CAMPBELL LARRY A EST - EST - Estate - 100%
Mailing Address On File:	469 WESTERN RD
	NEW SMYRNA BEACH FL 32168
Physical Address:	469 WESTERN RD, NEW SMYRNA BEACH 32168
Property Use:	0100 - SINGLE FAMILY
Tax District:	600-UNINCORPORATED - SOUTHEAST
2022 Final Millage Rate:	18.3013
Neighborhood:	4494
Business Name:	
Subdivision Name:	
Homestead Property:	No

Parcel ID: 721100000300 469 WESTERN RD, NEW SMYRNA BEACH, FL

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	\$447,129	\$447,129	\$0	\$447,129	1.5000	\$670.69
0012	DISCRETIONARY	\$447,129	\$447,129	\$0	\$447,129	0.7480	\$334.45
0011	REQ LOCAL EFFORT	\$447,129	\$447,129	\$0	\$447,129	3.2340	\$1,446.02
0510	FIRE DISTRICT	\$447,129	\$447,129	\$0	\$447,129	3.8412	\$1,717.51
0050	GENERAL FUND	\$447,129	\$447,129	\$0	\$447,129	4.8499	\$2,168.53
0055	LIBRARY	\$447,129	\$447,129	\$0	\$447,129	0.4635	\$207.24
0520	MOSQUITO CONTROL	\$447,129	\$447,129	\$0	\$447,129	0.1781	\$79.63
0530	PONCE INLET PORT AUTHORITY	\$447,129	\$447,129	\$0	\$447,129	0.0760	\$33.98
0310	VOLUSIA COUNTY MSD	\$447,129	\$447,129	\$0	\$447,129	1.8795	\$840.38
0058	VOLUSIA ECHO	\$447,129	\$447,129	\$0	\$447,129	0.2000	\$89.43
0057	VOLUSIA FOREVER	\$447,129	\$447,129	\$0	\$447,129	0.2000	\$89.43
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$447,129	\$447,129	\$0	\$447,129	0.0320	\$14.31
0120	SOUTH EAST VOLUSIA HOSPITAL AUTHORITY	\$447,129	\$447,129	\$0	\$447,129	0.9017	\$403.18
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$447,129	\$447,129	\$0	\$447,129	0.1974	\$88.26

18.3013 \$8,183.04

Non-Ad Valorem Assessments

Project	Units	Rate	Total
5030-VOLUSIA COUNTY STORMWATER	1	\$72.00	\$72.00
5050-VOLUSIA COUNTY GARBAGE	1	\$262.00	\$262.00

\$334.00

Estimated Ad Valorem Tax:	\$8,183.04
Estimated Non-Ad Valorem Tax:	\$334.00

Estimated Taxes: \$8,517.04

Estimated Tax Amount without SOH: \$8,517.04

Parcel ID: 721100000300 469 WESTERN RD, NEW SMYRNA BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	\$228,800	\$218,329	\$447,129	\$447,129	\$0	\$447,129	\$0
2021	\$106,496	\$190,255	\$296,751	\$178,238	\$100,000	\$78,238	\$118,513
2020	\$106,496	\$179,995	\$286,491	\$175,777	\$100,000	\$75,777	\$110,714
2019	\$104,520	\$178,266	\$282,786	\$171,825	\$100,000	\$71,825	\$110,961
2018	\$104,520	\$181,749	\$286,269	\$168,621	\$100,000	\$68,621	\$117,648
2017	\$104,520	\$169,601	\$274,121	\$165,153	\$50,000	\$115,153	\$108,968
2016	\$70,200	\$163,322	\$233,522	\$161,756	\$50,000	\$111,756	\$71,766
2015	\$60,710	\$140,974	\$201,684	\$160,632	\$50,000	\$110,632	\$41,052
2014	\$60,710	\$125,079	\$185,789	\$159,357	\$50,000	\$109,357	\$26,432

AltKey: 3328027 CAMPBELL LARRY A EST

Parcel ID: 721100000300 469 WESTERN RD, NEW SMYRNA BEACH, FL

Land Data

#	Land Use	Туре	Units	Acres Sq Feet	FF	Depth	Rate	Just Value
1	0117-IMP UNPVD 5 - 9.99 AC	A-ACRE		5.2			44000	\$228,800

Total Land Value: \$228,800

Parcel ID: 721100000300 469 WESTERN RD, NEW SMYRNA BEACH, FL

Miscellaneous Improvement(s)

#	Туре	Year	Area	Units	Depreciated Value
1	RSH-STORAGE, SHED RESIDENTIAL	1980	120	1	\$240
2	RSH-STORAGE, SHED RESIDENTIAL	2000	100	1	\$130
3	BRN-BARN	2005	2400	1	\$24,189
4	CPR-CARPORT, UNFINISHED	2005	400	1	\$3,360

AltKey: 3328027 CAMPBELL LARRY A EST

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
4205 / 0565	1997087475	05/15/1997	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$142,000
4140 / 3699	1996161266	09/15/1996	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$10,000
2602 / 0922		08/15/1984	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$100
2599 / 1033		08/15/1984	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$92,500
2284 / 0566		07/15/1981	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$18,200

Parcel ID: 721100000300 469 WESTERN RD, NEW SMYRNA BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
7044471	SR 415	NEW SMYRNA BEACH	6100-GRAZING CLASS II	4494	07/22/2022	\$1,900,000
6783543	220 CANAL RD	NEW SMYRNA BEACH	0000-VACANT RES	4494	04/15/2022	\$155,000
6783543	CANAL RD	NEW SMYRNA BEACH	0000-VACANT RES	4494	04/15/2022	\$155,000
3327896	3906 LAKESHORE DF	RNEW SMYRNA BEACH	0100-SINGLE FAMILY	4494	01/25/2022	\$350,000
3328043	437 WESTERN RD	NEW SMYRNA BEACH	0100-SINGLE FAMILY	4494	07/30/2021	\$610,000
3329627	352 CANAL RD	NEW SMYRNA BEACH	0100-SINGLE FAMILY	4494	07/12/2021	\$429,700
3327799	449 ROCKEFELLER D	RNEW SMYRNA BEACH	0100-SINGLE FAMILY	4494	05/27/2021	\$665,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

11-17-32 S 345.7 FT OF N 1037 FT OF E 657.89 FT OF W 1318 FT OF SW 1/4 PER OR 4205 PGS 0565-0566 PER OR 8259 PG 0412

AltKey: 3328027 CAMPBELL LARRY A EST

Parcel ID: 721100000300 469 WESTERN RD, NEW SMYRNA BEACH, FL

Permit List

Permit Date	Permit #	Description	Contractor	Amount
04/17/2002	20020128079	NON RESIDENTIAL BLDG	CAMPBELL LARRY A	\$36,000
07/01/1989	50342	PTO=FSP WPR/MED	MR PERMIT	\$5,304

05/28/1997 08:47 Doc stamps 994.00 (Transfer Amt \$ 142000) Instrument # 97087475 Book: 4205 Page: 565

Prepared by and return to: WILLIAM AKERS, III, P.A. 120 E. Granada Blvd. Ormond Beach, FL 32176

Grantee social security no:27

WARRANTY DEED

THIS INDENTURE, made this 22nd day of May, 1997, BETWEEN BONNIE L. SCHEIBEL, a single woman, of the County of Volusia, State of Florida, grantor*, and LARRY A. CAMPBELL, a single man, whose post office address is 314 E. Main Street, Eaton, Ohi. 45320, grantee*,

WITNESSETH, that said grantor, for and in consideration of the sum of Ten and No/100s (\$10.00) Dollars, and other good and valuable considerations to be paid grantor by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

See Schedule "A" attached

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

> *"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

AM AKE TI $\sqrt{2}$ Laura Nigro

(SEAL) BONNIE L. SCHEIBEL

STATE OF FLORIDA COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared BONNIE L. SCHEIBEL, a single woman, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form of identification of the above-named person: personal knowledge. An oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of May, 1997.

William Akers, Notary Public WILLIAM AKERS, III MY COMMISSION # CC 487396 EXPIRES: October 18, 1999 Bonded Thru Notary Public Undersit

Book: 4205 Page: 566 Diane M. Matousek Volusia County, Clerk of Court

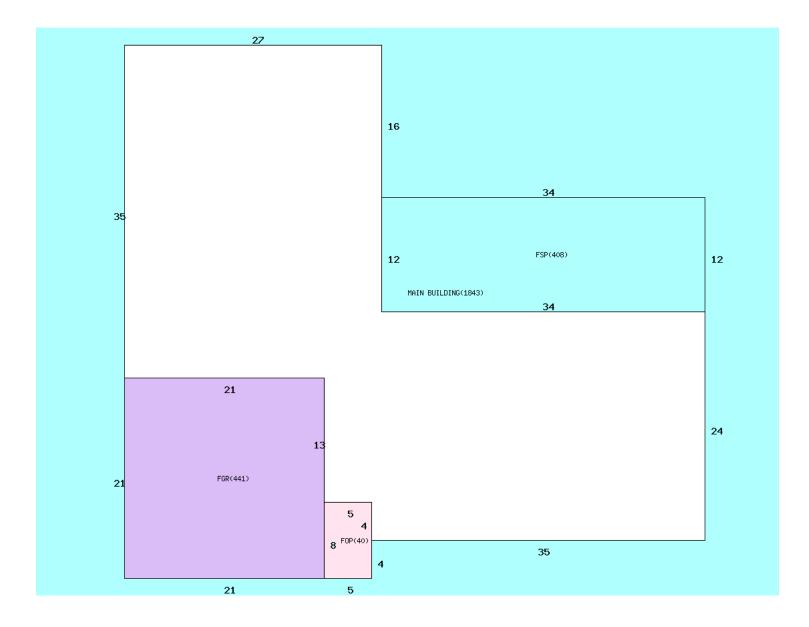
SCHEDULE "A"

A parcel of land in the South 1/2 of Section 11, Township 17 South, Range 32 East, described as follows: Commence at the Northwest corner of said South 1/2 of Section 11; thence North 88°38'33" East, along the North line of said South 1/2 of Section 11, 660 feet; thence South 1°12'30" East parallel to the West line of said Section 11, 691.4 feet for the point of beginning; thence continue South 1°12'30" East, 345.7 feet; thence North 88°38'33" East, 657.89 feet; thence North 0°32'14" West, 345.73 feet; thence South 88°38'33" West, 661.92 feet to the point of beginning. Containing 5.24 acres, more or less. Reserving an easement for drainage over the North 10 feet and the South 10 feet thereof; and reserving an easement for road and drainage and utility purposes over the West 30 feet and the East 30 feet thereof.

TOGETHER with the access easements as described in the warranty deed recorded in OR Book 1633, Page 552, Public Records of Volusia County, FL.

SUBJECT to the restrictions and described in the warranty deed recorded in OR Book 1633, Page 552, Public Records of Volusia County, Florida.







WILL ROBERTS TAX COLLECTOR SERVING VOLUSIA COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2022 Real Estate

PROPERTY ADDRESS: 469 WESTERN RD, NEW SMYRNA BEACH, 32168 LEGAL DESCRIPTION: 11-17-32 S 345.7 FT OF N 1037 FT OF E 657.89 FT OF W 1318 FT OF SW 1/4 PER OR 4205 PGS 056 See Additional Legal on Tax Roll

3328027

CAMPBELL LARRY A EST 469 WESTERN RD NEW SMYRNA BEACH, FL 32168

PARCEL:	721100000300
ALTERNATE KEY :	3328027
MILLAGE CODE:	600
TAX YEAR:	2022

TAXES BECOME DELINQUENT APRIL 1

Pay Online

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

Pay online at vctaxcollector.org/pay WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

If Postmarked By Nov 30, 2022 Dec 31, 2022 Jan 31, 2023 Feb 28, 2023 Mar 31, 2023 DISCOUNT: 4% 3% 2% 1% 0% \$8,176.36 \$8,517.04 Please Pay \$8,261.53 \$8,346.70 \$8,431.87 **AD VALOREM TAXES** MILLAGE ASSESSED VALUE TAXABLE VALUE TAXING AUTHORITY EXEMPTION TAX AMOUNT VOLUSIA COUNTY GENERAL FUND 447,129 2 168 53 4.84990 447.129 0 VOLUSIA COUNTY LIBRARY 0.46350 447,129 0 447,129 207.24 **VOLUSIA FOREVER** 0.20000 447,129 0 447,129 89.43 **VOLUSIA ECHO** 0 0.20000 447,129 447,129 89.43 VOLUSIA COUNTY MSD 1 87950 0 840.38 447,129 447 129 VOLUSIA COUNTY FIRE DISTRICT 3.84120 447,129 0 447.129 1.717.51 VOLUSIA COUNTY MOSQUITO CONTROL 0.17810 79.63 447,129 0 447,129 PONCE INLET PORT AUTHORITY 0.07600 447,129 0 447,129 33.98 SCHOOL 447,129 447,129 0 2,451.16 5.48200 ST JOHNS WATER MANAGEMENT DIST 0.19740 447,129 0 447,129 88.26 FLORIDA INLAND NAVIGATION DIST 0.03200 447,129 0 447,129 14.31 SOUTHEAST VOLUSIA HOSPITAL AUTHORITY 0.90170 447,129 Λ 447,129 403.18 18.30130 \$8.183.04 TOTAL MILLAGE RATE: TOTAL TAXES: NON-AD VALOREM ASSESSMENTS LEVYING AUTHORITY TELEPHONE RATE PER UNIT AMOUNT VOLUSIA COUNTY STORMWATER 386-822-6422 72.00 72.00 386-943-7889 VOLUSIA COUNTY GARBAGE 262.00 262.00 \$334.00 TOTAL ASSESSMENTS: TOTAL COMBINED TAXES AND ASSESSMENTS: \$8.517.04 Office of Will Roberts - Tax Collector 123 W. Indiana Ave., Room 103 Pay online at vctaxcollector.org/pay DeLand, FL 32720 2022 Real Estate (386) 736-5938 | taxcollector@vctaxcollector.org PARCEL: 721100000300 PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK ALTERNATE KEY : 3328027 TAX YEAR: 2022 **PROPERTY ADDRESS:**

CAMPBELL LARRY A EST 469 WESTERN RD NEW SMYRNA BEACH, FL 32168

469 WESTERN RD, NEW SMYRNA BEACH, 32168

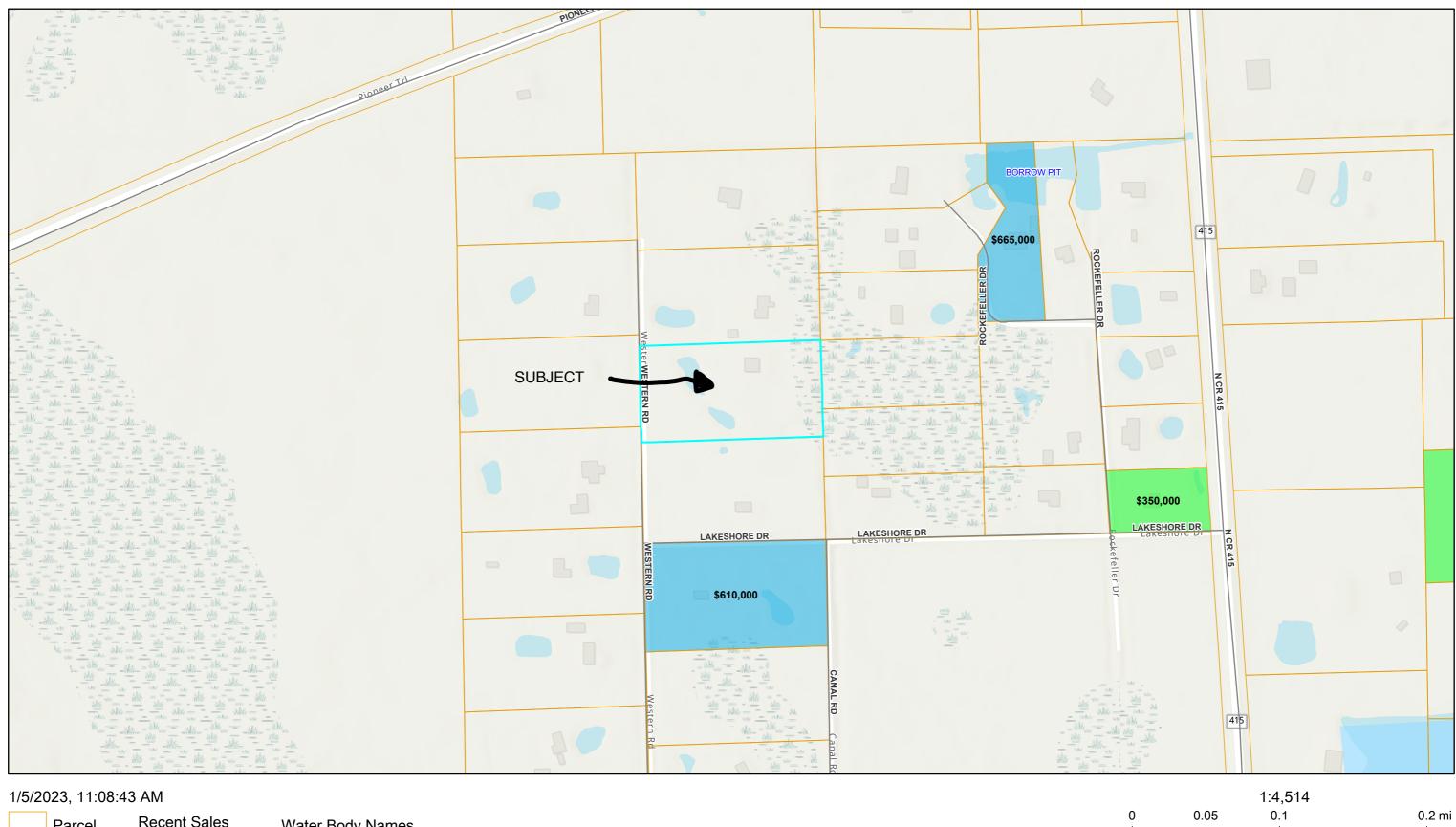
Please do not staple, tape, or paperclip your payment to this stub. TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023
Please Pay	\$8,176.36	\$8,261.53	\$8,346.70	\$8,431.87	\$8,517.04

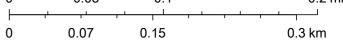


PLEASE DO NOT WRITE ON THIS STUB

Campbell-Volusia County Property Appraiser

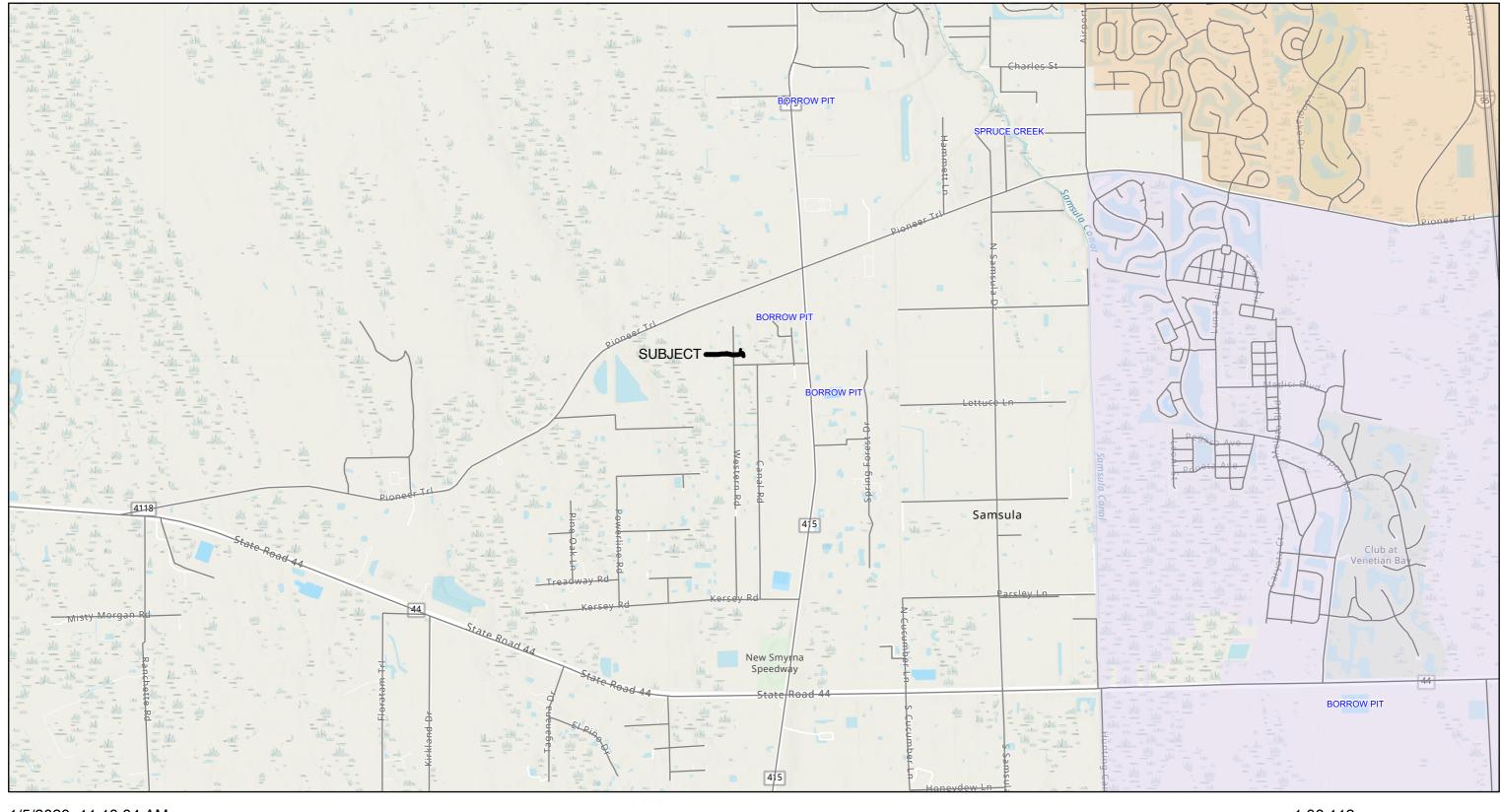




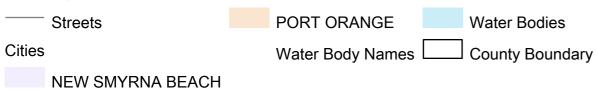


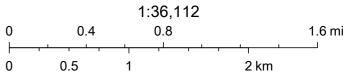
Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors,

Campbell-Volusia County Property Appraiser









Esri, NASA, NGA, USGS, FEMA, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Wright & Casey, P. A. 340 North Causeway New Smyrna Beach, FL 32169 (386) 428-3311

		_		
File #:	2022-133	Property	469 Western Road	Settlement Date 02/28/2023
Prepared:	01/19/2023		New Smyrna Beach, FL	Disbursement Date 02/28/2023
Escrow Officer:	Joshua C. Wells		32168	
		Buyer	TBD TBD	
		Seller	Estate of Larry Allan	
			Campbell	
		Lender		

Sell	er		Buye	r
Debit	Credit		Debit	Credit
		Primary Charges & Credits		
	\$250,000.00	Sales Price of Property	\$250,000.00	
		Deposit		\$25,000.0
		Government Recording and Transfer Charges		
		Government recording charges	\$18.50	
		Transfer taxes	\$1,750.00	
		E-Recording to Simplifile	\$4.75	
		Title Charges		
		Owner's title insurance to Old Republic National Title Insurance Company	\$1,325.00	
		Title Search Fee to Old Republic National Title Insurance Company	\$150.00	
		Municipal Lien Fee to Proplogix	\$250.00	
		Title - Settlement Fee to Wright & Casey, P. A.	\$950.00	
Selle	er		Buye	r
Debit	Credit		Debit	Credit
\$0.00	\$250,000.00	Subtotals	\$254,448.25	\$25,000.0
		Due from Buyer		\$229,448.2
\$250,000.00		Due to Seller		
\$250,000.00	\$250,000.00	Totals	\$254,448.25	\$254,448.2

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement. We/I authorize Wright & Casey, P. A. to cause the funds to be disbursed in accordance with this statement.

TBD TBD

Date

Estate of Larry Allan Campbell

Date

Settlement Agent

Date



12472 Lake Underhill Rd., Ste 312 Orlando, Florida 32828 Office (407) 275-6853 www.ewaldauctions.com

AUCTION BACKUP BUYER REQUEST FORM

In the event that any of the properties do not close, please contact me immediately.

Bidder No	Amount of Bid:
Property:	
Name:	
Address:	
City:	State: Zip:
Telephone: ()	Other : ()
Signature:	



12472 Lake Underhill Rd., Ste 312 Orlando, Florida 32828 Office (407) 275-6853 www.ewaldauctions.com

RADON GAS DISCLOSURE

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

Additional information regarding radon and radon testing may be obtained from the county public health unit.

Buyer

Date

Buyer

Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Seller's Disclosure

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

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) Purchaser has (check (i) or (ii) below):
 - (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date





Protect Your Family From Lead in Your Home





United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

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

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
- How lead affects health
- · 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 leadbased 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).



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.
- 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 stateapproved 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 eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- 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.

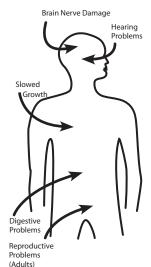
Health Effects of Lead

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

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.

Where Lead-Based Paint Is Found

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

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

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.

¹ "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.

² "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

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 (µg/ft²) and higher for floors, including carpeted floors
- + 250 $\mu g/ft^2$ 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.

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 leadbased 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

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, or call **1-800-424-LEAD** (5323) for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

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 stateapproved 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 eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

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 leadcontaminated 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 statecertified 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.

Reducing Lead Hazards, continued

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 $(\mu g/ft^2)$ for floors, including carpeted floors
- 250 μ g/ft² for interior windows sills
- + 400 μ g/ft² 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, or call 1-800-424-LEAD.

Renovating, Repairing or Painting 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
 - 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, or read *The Lead-Safe Certified Guide to Renovate Right*.

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

 ^{*} Hearing- or speech-challenged individuals may access this number through TTY
 by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- 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.⁴
- 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.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. 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.

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/safewater and 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 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 or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to leadbased 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/safewater, 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**.

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

Consumer Product Safety Commission (CPSC)

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 or saferproducts.gov

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

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/

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U. S. EPA Washington DC 20460 U. S. CPSC Bethesda MD 20814 U. S. HUD Washington DC 20410 EPA-747-K-12-001 June 2017

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).

Bid Rigging is a Felony

Agreements among buyers at auctions not to bid against each other for the purpose of purchasing goods at low and noncompetitive prices can be a criminal violation of federal antitrust laws and punishable by fines and imprisonment.

Section 1 of the Sherman Act (15 U.S.C. 1) prohibits bid rigging agreements among competitors if they affect or restrain interstate commerce. Upon conviction, violators are subject to a fine of up to \$250,000 and/or three years of imprisonment.
Corporations are subject to a fine of up to \$10 million.



Information provided as a service to members of the National Auctioneers Association 8880 Ballentine Overland Park, Kansas 66214 In cooperation with the United States Department of Justice.