

ORDINANCE No. 2008-24-160

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY IN ORDER TO CONVEY THAT CERTAIN REAL PROPERTY LOCATED AT 1080 NORTHWEST 185TH TERRACE TO MR. AND MRS. AQUIL DAWSON; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in December 2006, the City Council approved a Resolution authorizing the purchase of a home from the U.S. Housing and Urban Development (HUD) in the amount of \$1.00, and

WHEREAS, as part of the HUD's Dollar Homes Program, it was required that the City rehabilitate the property and then sell it to an income-eligible, first time homebuyer at below cost market value, and

WHEREAS, the City hired a general contractor and had repair work completed on the property, and

WHEREAS, on December 19, 2007, the City held a lottery and selected a lottery winner, and

WHEREAS, the lottery winner decided to remain a renter under the County's Section 8 Program, and

WHEREAS, City staff then worked with the other persons who bid in the lottery, and gave them a 30 day timeframe within which to obtain financing, and

WHEREAS, Mr. and Mrs. Aquil Dawson have obtained the requisite financing to purchase the property from the City, and

WHEREAS, in light of the fact that the property is scheduled to close next week, it would be prudent to have the Ordinance adopted on an emergency basis, and

WHEREAS, the City Council would like to authorize the City Manager to take immediate action to transfer the property to the Dawson's,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2 STATEMENT OF EMERGENCY: The City Council of the City of Miami Gardens hereby deems this Ordinance to be an emergency in light of the impending closing date on the transfer of the property from the City to Mr. and Mrs. Aquil Dawson.

SECTION 3. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to take any and all steps, and execute any and all documents, necessary in order to transfer the property located at 1080 Northwest 185th Terrace to Mr. and Mrs. Aquil Dawson.

SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct

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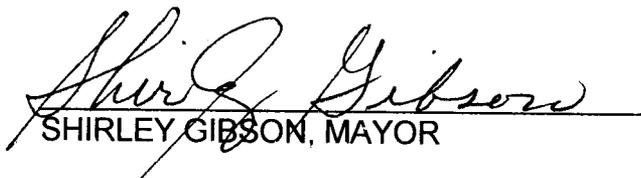
and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING ON THE 25th DAY OF JUNE 2008.

PASSED ON SECOND READING ON THE 25TH DAY OF JUNE 2008.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE 25th DAY OF JUNE 2008.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Watson
SECOND BY: Councilman Bratton

VOTE: 7-0

Mayor Shirley Gibson	<u> X </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> X </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> X </u> (Yes)	<u> </u> (No)
Councilman Aaron Campbell	<u> X </u> (Yes)	<u> </u> (No)
Councilman Oliver Gilbert, III	<u> X </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> X </u> (Yes)	<u> </u> (No)

SKD/teh

City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman André Williams
Councilman Oliver Gilbert III

Agenda Cover Page

Date: **June 25, 2008**

Fiscal Impact: No Yes
(If yes, explain in Staff Summary)

Funding Source: **N/A**

Contract/P.O. Requirement: Yes No

Sponsor Name/Department: **City Manger, Danny Crew**

Public hearing

Ordinance

1st Reading

Advertising requirement:

RFP/RFQ/Bid #

Quasi-Judicial

Resolution

2nd Reading

Yes No

Title

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY IN ORDER TO CONVEY THAT CERTAIN REAL PROPERTY LOCATED AT 1080 NORTHWEST 185TH TERRACE TO MR. AND MRS. AQUIL DAWSON; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary

Background

In December 2006, City Council approved a resolution (2006-158-504) authorizing the City Manager to execute a purchase and sale agreement with the U.S. Housing and Urban Development Department (HUD) to purchase the residential property located at 1080 N.W. 185 Terrace. The City was able to purchase this property for \$1.00 (One Dollar) as part of HUD's *Dollar Homes* Program. It was the intent of the City to rehabilitate this property and then sell it to an income-eligible, first time homebuyer at a cost below market value.

As you all know, the Department of Community Development was the lead department on this project. City staff procured the services of a general contractor through a competitive bidding process and Council approved the award of the contract on July 25, 2007 to All Dade Waterproofing, Inc (resolution # 2007-117-624). The contract for the repair work was executed on August 20, 2007 and the repair work was completed within ninety (90) days.

In accordance with the original proposal sent to HUD requesting the acquisition of this property, it was City staff's intent to re-sell this property utilizing a random lottery process. The lottery drawing was held on December 19, 2007, where one (1) winner and four (4) alternates were selected. There were a total of 13 lottery applicants. The original lottery winner was given forty-five (45) days to secure first mortgage financing. Unfortunately, the selected winner opted to remain a renter under the County's Section 8 program. City staff then made efforts to work with the four alternates whose names were also drawn in the lottery process. Those individuals were given approximately 30 days to respond with firm commitments from their lenders if they were indeed still interested in the purchase of the house. The time period allowed elapsed and City staff proceeded to work with the remainder of the lottery applicants. It was during this process that Mr. & Mrs. Aquil Dawson expressed an extreme interest in purchasing this house and complied with the City's stipulations to provide financing commitment from a lender.

At this time, the City has received a commitment from the Dawson's lender and all requirements have been met for the sale of this property to these first time homebuyers. The property was appraised at \$260,000 and the City is proposing to sell it for \$206,500. Additionally, and in order to comply with the lenders requirements, the City is granting 4.5% in seller's concessions. Therefore, the total cash expected to be received from the sale of this property is \$195,315.

To date, the City has spent a total of \$126,233.75 in total rehab and related expenditures (inspections, water bills, appraisals, and property taxes). The net proceeds from the projected sale of this house will be \$69,081.25. These funds will be used to carry out a new program geared at promoting energy efficiency for City of Miami Gardens residents. The details of the "Power Up" Program will be communicated to the Council in the weeks ahead once we firm up the relationships with other agencies assisting us in this effort.

Attached is the purchase and sale agreement, along with all other corresponding documents relative to the sale of this property. City staff anticipates the sale of this property to happen immediately after Council approval of the proposed emergency ordinance.

Recommendation

It is recommended that City Council approve the attached ordinance authorizing the City Manager to execute the closing documents selling this property to the selected buyers.

1. SALE AND PURCHASE:

1 CITY OF MIAMI GARDENS ("Seller")
2 and Aquil Dawson and Sophia Dawson, husband and wife ("Buyer")
3 agree to sell and buy on the terms and conditions specified below the property described as:

4 Address: 1080 Northwest 185th terrace, Miami Gardens, FL 33169
5 County: Miami-Dade Tax ID No: _____
6 Legal Description:
7 Lot 9, Block 52, of Norwood 3rd Addition, Section 2, according to the Plat thereof recorded in Plat Book 57, Page
8 33, of the Public Records of Miami-Dade County, Florida.

10 together with all existing improvements and attached items, including fixtures, built-in furnishings, major appliances (including
11 but not limited to range(s), refrigerator(s), dishwasher(s), washer(s), and dryer(s), _____ (#) ceiling fans (if left blank, all ceiling
12 fans), light fixtures, attached wall-to-wall carpeting, rods, draperies and other window treatments as of Effective Date. The only
13 other items included in the purchase are:
14 NONE

16 The following attached items are excluded from the purchase: NONE

18 The real and personal property described above as included in the purchase is referred to as the "Property." Personal property
19 listed in this Contract is included in the purchase price, has no contributory value and is being left for Seller's convenience.

PRICE AND FINANCING

21 2. PURCHASE PRICE: \$ 206,500.00 payable by Buyer in U.S. currency as follows:
22 (a) \$ 6,195.00 Deposit received (checks are subject to clearance) on 05/05/2008
23 by _____ for delivery to Mutual Trust Title, Inc.
24 Signature Name of Company ("Escrow Agent")
25 (Address of Escrow Agent) 10743 SW 104th Street, Miami, Florida 33176
26 (Phone # of Escrow Agent) 305-275-9225
27 (b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____
28 or _____ days from Effective Date. (10 days if left blank)
29 (c) _____ 97% Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
30 (d) \$ _____ Other:
31 (e) \$ 200,305.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
32 paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

33 3. FINANCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency.
34 (b) Buyer will apply for new conventional FHA VA financing specified in paragraph 2(c) at the prevailing
35 interest rate and loan costs based on Buyer's creditworthiness (the "Financing") within 10 days from Effective Date (5
36 days if left blank) and provide Seller with either a written Financing commitment or approval letter ("Commitment") or written
37 notice that Buyer is unable to obtain a Commitment within _____ days from Effective Date (the earlier of 30 days after the
38 Effective Date or 5 days prior to Closing Date if left blank) ("Commitment Period"). Buyer will keep Seller and Broker fully
39 informed about loan application status, progress and Commitment issues and authorizes the mortgage broker and lender to
40 disclose all such information to Seller and Broker. If, after using diligence and good faith, Buyer is unable to provide the
41 Commitment and provides Seller with written notice that Buyer is unable to obtain a Commitment within the Commitment
42 Period, either party may cancel this Contract and Buyer's deposit will be refunded. Buyer's failure to provide Seller with
43 written notice that Buyer is unable to obtain a Commitment within the Commitment Period will result in forfeiture of Buyer's
44 deposit(s). Once Buyer provides the Commitment to Seller, the financing contingency is waived and Seller will be entitled
45 to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the
46 purchase price and either the parties cannot agree on a new purchase price or Buyer elects not to proceed, (2) the property
47 related conditions of the Commitment have not been met (except when such conditions are waived by other provisions of
48 this Contract), or (3) another provision of this Contract provides for cancellation.

CLOSING

50 4. CLOSING DATE; OCCUPANCY: Unless the Closing Date is specifically extended by the Buyer and Seller or by any other
51 provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, inspection and
52 financing periods. This Contract will be closed on
53 45 Days from Contract Execution ("Closing Date") at the time established by the closing
54 agent, by which time Seller will (a) have removed all personal items and trash from the Property and swept the Property clean
55 and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to Buyer. If
56 on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance
57 suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title
58 evidence, surveys, association documents and other items.

59 Buyer (AP) (SD) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

60 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted
61 by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and
62 recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker
63 as per Paragraph 19. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

64 **(a) Seller Costs:**
65 Taxes and surtaxes on the deed
66 Recording fees for documents needed to cure title
67 Other:
68 Seller will pay up to \$ _____ or _____ % (1.5% if left blank) of the purchase price for repairs to
69 warranted items ("Repair Limit"); and up to \$ _____ or _____ % (1.5% if left blank) of the purchase
70 price for wood-destroying organism treatment and repairs ("WDO Repair Limit"); and up to \$ _____ or
71 _____ % (1.5% if left blank) of the purchase price for costs associated with closing out open permits and
72 obtaining required permits for unpermitted existing improvements ("Permit Limit").

73 **(b) Buyer Costs:**
74 Taxes and recording fees on notes and mortgages
75 Recording fees on the deed and financing statements
76 Loan expenses
77 Lender's title policy
78 Inspections
79 Survey
80 Flood insurance, homeowner insurance, hazard insurance
81 Other: _____

82 **(c) Title Evidence and Insurance: Check (1) or (2):**
83 (1) The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. Seller will select the title
84 agent and will pay for the owner's title policy, search, examination and related charges or Buyer will select the title
85 agent and pay for the owner's title policy, search, examination and related charges or Buyer will select the title agent
86 and Seller will pay for the owner's title policy, search, examination and related charges.
87 (2) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. Seller Buyer will pay
88 for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax
89 search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and
90 closing fees.

91 **(d) Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
92 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the
93 Property. If taxes and assessments for the current year cannot be determined, taxes shall be prorated on the basis of taxes for
94 the preceding year as of the day before Closing Date and shall be computed and readjusted when the current taxes are
95 determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by
96 January 1 of the year of the Closing Date, which improvements were not in existence on January 1 of the prior year, taxes shall
97 be prorated based on the prior year's millage and at an equitable assessment were not in existence on January 1 of the prior year, taxes shall
98 Date, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration
99 available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal assessment prior to
100 Closing Date, Buyer and Seller will split the cost of a private appraiser to perform an assessment prior to Closing Date.
101 Nothing in this paragraph shall act to extend the Closing Date. This provision shall survive closing.

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

108 **(f) Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require
109 Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

110 **(g) Home Warranty:** Buyer Seller N/A will pay for a home warranty plan issued by _____
111 _____ at a cost not to exceed \$ _____ A
112 home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances
113 in the event of breakdown due to normal wear and tear during the agreement period.

114 **PROPERTY CONDITION**

115 **6. INSPECTION PERIODS:** Buyer will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by
116 _____ (the earlier of 10 days after the Effective Date or 5 days prior to Closing Date if
117 left blank) ("Inspection Period"); the wood-destroying organism inspection by _____
118 (at least 5 days prior to closing, if left blank); and the walk-through inspection on the day before Closing Date or any other time
119 agreeable to the parties; and the survey referenced in Paragraph 10(c) by _____ (at
120 least 5 days prior to closing if left blank).

121 Buyer (AS) (SD) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.
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122 **7. REAL PROPERTY DISCLOSURES:** Seller represents that Seller does not know of any facts that materially affect the value
123 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that Buyer
124 can readily observe or that are known by or have been disclosed to Buyer.

125 (a) **Energy Efficiency:** Buyer acknowledges receipt of the energy-efficiency information brochure required by Section
126 553.996, Florida Statutes.

127 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
128 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state
129 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained
130 from your county public health unit. Buyer may, within the Inspection Period, have an appropriately licensed person test the
131 Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an
132 acceptable EPA level, failing which either party may cancel this Contract.

133 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood
134 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
135 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are
136 built below the minimum flood elevation, Buyer may cancel this Contract by delivering written notice to Seller within 20 days
137 from Effective Date, failing which Buyer accepts the existing elevation of the buildings and zone designation of the Property.

138 (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure
139 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER**
140 **HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

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

147 (f) **Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to
148 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

149 (g) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as
150 defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law
151 delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased
152 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation
153 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine
154 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether
155 there are significant erosion conditions associated with the shoreline of the Property being purchased.

156 Buyer waives the right to receive a CCCL affidavit or survey.

157 **8. MAINTENANCE, INSPECTIONS AND REPAIR:** Seller will keep the Property in the same condition from Effective Date until
158 closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. Seller will provide
159 access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the inspections, return
160 the Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its
161 completion. If Seller is unable to complete required repairs or treatments or meet the Maintenance Requirement prior to closing,
162 Seller will give Buyer a credit at closing for the cost of the repairs and maintenance Seller was obligated to perform. At closing,
163 Seller will assign all assignable repair and treatment contracts to Buyer and provide Buyer with paid receipts for all work done
164 on the Property pursuant to the terms of this Contract. At closing, Seller will provide Buyer with any written documentation that
165 all open permits have been closed out and that Seller has obtained required permits for improvements to the Property.

166 (a) **Warranty, Inspections and Repair:**

167 (1) **Warranty:** Seller warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,
168 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working
169 condition until closing; that the structures (including roofs, doors and windows) and pool, if any, are structurally sound and
170 watertight; and that torn or missing screens and missing roof tiles will be repaired or replaced. Seller warrants that all open
171 permits will be closed out and that Seller will obtain any required permits for improvements to the Property prior to Closing
172 Date. Seller does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from
173 a defect in a warranted item. Seller is not obligated to bring any item into compliance with existing building code
174 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which the
175 item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working
176 condition of the item, including pitted marlite; tears, worn spots and discoloration of floor coverings/wallpapers/window
177 treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors;
178 cracked roof tiles; curving or worn shingles; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage
179 and patio floors.

180 (2) **Professional Inspection:** Buyer may, at Buyer's expense, have warranted items inspected by a person who
181 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida
182 license to repair and maintain the items inspected ("professional inspector"). Buyer must, within 5 days from the end of the
183 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of
184 inspector's written report dealing with such items to Seller. If Buyer fails to deliver timely written notice, Buyer waives
185 Seller's warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that Seller must meet
186 the maintenance requirement.

187 Buyer (AD) (SD) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

188 (3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into
189 the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are
190 not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates
191 to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller
192 together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the
193 cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike
194 manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party
195 may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to
196 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

197 (4) Permits: Seller shall close out any open permits and remedy any violation of any governmental entity, including but not
198 limited to, obtaining any required permits for improvements to the Property, up to the Permit Limit, and with final
199 inspections completed no later than 5 days prior to Closing Date. If final inspections cannot be performed due to delays by
200 the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which,
201 either party may cancel this Contract and Buyer's deposit shall be refunded. If the cost to close out open permits or to
202 remedy any violation of any governmental entity exceeds the Permit Limit, either party may cancel the Contract unless
203 either party pays the excess or Buyer accepts the Property in its "as is" condition and Seller credits Buyer at closing the
204 amount of the Permit Limit.

205 (b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-
206 post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding
207 fences. Buyer may, at Buyer's expense, have the Property inspected by a Florida-licensed pest control business to
208 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the
209 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5
210 days from the date of the inspection. If Seller previously treated the Property for the type of wood-destroying organisms
211 found, Seller does not have to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers to Buyer
212 at closing a current full treatment warranty for the type of wood-destroying organisms found. Otherwise, Seller will have 5
213 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor
214 and corrective treatment estimated by a licensed pest control business. Seller will have treatments and repairs made by an
215 appropriately licensed person at Seller's expense up to the WDO Repair Limit. If the cost to treat and repair the Property
216 exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by written
217 notice to the other. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard
218 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

219 (c) Walk-through Inspection/Reinspection: Buyer, and/or Buyer's representative, may walk through the Property solely to
220 verify that Seller has made repairs required by this Contract, has met the Maintenance Requirement and has met contractual
221 obligations. If Buyer, and/or Buyer's representative, fails to conduct this inspection, Seller's repair obligations and
222 Maintenance Requirement will be deemed fulfilled.

223 9. RISK OF LOSS: If any portion of the Property is damaged by fire or other casualty before closing and can be restored by the
224 Closing Date or within 45 days after the Closing Date to substantially the same condition as it was on Effective Date, Seller, will,
225 at Seller's expense, restore the Property and deliver written notice to Buyer that Seller has completed the restoration, and the
226 parties will close the transaction on the later of: (1) Closing Date; or, (2) 10 days after Buyer's receipt of Seller's notice. Seller
227 will not be obligated to replace trees. If the restoration cannot be completed in time, Buyer may cancel this Contract and Buyer's
228 deposit shall be refunded, or Buyer may accept the Property "as is", and Seller will credit the deductible and assign the
229 insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property and (ii) not yet expended
230 in restoring the Property to the same condition as it was on Effective Date.

231 10. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or
232 guardian deed as appropriate to Seller's status.

233 (a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in
234 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which
235 prevent residential use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and
236 government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer
237 will assume; and encumbrances that Seller will discharge at or before closing. Seller will, at least 2 days prior to closing,
238 deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county
239 where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County
240 and option (2) in Miami-Dade County.

241 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and
242 subject only to title exceptions set forth in this Contract.

243 (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be
244 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
245 Property recorded in the public records of the county where the Property is located and certified to Effective Date. However,
246 if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base
247 for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to
248 Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of
249 all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be
250 the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

262 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
263 title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days from
264 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
265 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date
266 or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects
267 within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's
268 notice, either cancel this Contract or accept title with existing defects and close the transaction.
269 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days
270 from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's
271 improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in
272 the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph
273 (b) above.

264

MISCELLANEOUS

265 11. EFFECTIVE DATE; TIME; FORCE MAJEURE:

266 (a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and
267 delivers the final offer or counteroffer. Time is of the essence for all provisions of this Contract.
268 (b) **Time:** All time periods will be computed in business days (a "business day" is every calendar day except Saturday,
269 Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be
270 due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is
271 located) of the appropriate day.
272 (c) **Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each
273 other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an
274 act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual
275 transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or Seller and
276 which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time
277 periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is
278 in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph,
279 either party may cancel the Contract by delivering written notice to the other and Buyer's deposit shall be refunded.
280

281 12. **NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or
282 electronic media. Except for the notices required by Paragraph 3 of this Contract, Buyer's failure to deliver timely written notice
283 to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void
284 and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by
285 an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.

286 13. **COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage
287 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.
288 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
289 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically
290 or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted
291 in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or
292 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
293 performing all obligations under this Contract. This Contract will not be recorded in any public records.

294 14. **ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms
295 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
296 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

297

DEFAULT AND DISPUTE RESOLUTION

298 15. **DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent
299 effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without
300 waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for
301 the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified,
302 including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as
303 liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all
deposits paid and agreed to be paid (to be split equally among Broker) up to the full amount of the brokerage fee.

304 Buyer (ASD) (USD) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.
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362 N/A N/A
Selling Sales Associate/License No. Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)

363 N/A N/A
Listing Sales Associate/License No. Listing Firm/Brokerage Fee: (\$ or % of Purchase Price)

364 **ADDENDA AND ADDITIONAL TERMS**

365 **20. ADDENDA:** The following additional terms are included in the attached addenda and incorporated into this Contract (check if
366 applicable):

- | | | | |
|---|---|--|--|
| 367 <input type="checkbox"/> A. Condo. Assn. | <input type="checkbox"/> H. As Is w/Right to inspect | <input type="checkbox"/> O. Interest-Bearing Account | <input type="checkbox"/> V. Prop. Disclosure Stmt. |
| 368 <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections | <input type="checkbox"/> P. Back-up Contract | <input type="checkbox"/> W. FIRPTA |
| 369 <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> J. Insulation Disclosure | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> X. 1031 Exchange |
| 370 <input type="checkbox"/> D. Mort. Assumption | <input type="checkbox"/> K. Pre-1978 Housing stmt.(LBP) | <input type="checkbox"/> R. Rentals | <input type="checkbox"/> Y. Additional Clauses |
| 371 <input type="checkbox"/> E. FHA Financing | <input type="checkbox"/> L. Insurance. | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | <input checked="" type="checkbox"/> Other _____ |
| 372 <input type="checkbox"/> F. VA Financing | <input type="checkbox"/> M. Housing Older Persons | <input type="checkbox"/> T. Rezoning | <input type="checkbox"/> Other _____ |
| 373 <input type="checkbox"/> G. New Mort. Rates | <input type="checkbox"/> N. Lease purchase/Lease option | <input type="checkbox"/> U. Assignment | <input type="checkbox"/> Other _____ |

374 **21. ADDITIONAL TERMS:**

375 **(A) Seller has never occupied the property and has no knowledge whatsoever of its condition. Buyer accepts**
376 **"AS IS" with no representations or warranties whatsoever. Buyer hereby waives any and all past, present or**
377 **future known or as of yet unknown claims against Seller existing or which may arise in connection with the**
378 **Property, including without limitation the property condition, this provision shall survive Closing.**

380 **(B) The Deed to buyer shall contain a restriction in form and substance acceptable to Seller in Seller's sole and**
381 **absolute discretion providing that any subsequent Buyer within 10 years following Closing must meet the same**
382 **income qualifications as Buyer and said transaction will be subject to approval by Seller (Community**
383 **Development) in Seller's sole and absolute discretion as part of Seller's strategy to provide**
384 **affordable/workforce housing in the City of Miami Gardens.**

386 **(C) The Property has an appraised value of \$255,000.00, notwithstanding the fact that it is being sold for less.**

388 **(D) The Property has received a Florida Code Compliance Score of 77, indicating a 23% better efficiency than**
389 **the minimum Florida Code. The unofficial Herst Score is 93, indicating a 7% better efficiency than the minimum**
390 **National Code.**

392 **(E) Seller has never occupied the property and except as specifically set forth herein, makes no representations**
393 **or warranty as to its condition. The property as being sold "AS IS" and Seller will have no responsibility to pay**
394 **any expense in correction with its conditions.**

396 **(F) Seller agrees to contribute 4.5% towards the Buyers closing cost.**

398 **Please see page 8 for additional stipulations.**

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

403

OFFER AND ACCEPTANCE

404 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
405 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
406 delivered to Buyer no later than _____ a.m. p.m. on _____ this
407 offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

408

COUNTER OFFER / REJECTION

409 Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver
410 a copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
411 the date the counter is delivered.) Seller rejects Buyer's offer.

412 Date: _____ Buyer: *Aquill Dawson*
413 Print name: Aquill Dawson

414 Date: _____ Buyer: *Sophia Dawson*
415 Phone: _____ Print name: Sophia Dawson
416 Fax: _____ Address: _____
417 Email: _____

418 Date: _____ Seller: _____
419 Print name: CITY OF MIAMI GARDENS

420 Date: _____ Seller: _____
421 Phone: _____ Print name: _____
422 Fax: _____ Address: _____
423 Email: _____

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

425 Buyer (*AD*) (*SD*) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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22. ADDITIONAL STIPULATIONS

(A) The buyer shall provide significant proof of progress towards solidifying the purchase of the home within ten (10) business days from the Effective Date of the sales contract. This includes issuance of a Title Commitment, securing a Homeowner's Insurance Policy and a firm lending commitment from the financial institution providing the funding for the purchase. If the seller fails to provide proof of progress as determined by the seller within the ten (10) business days, this Contract will be terminated.

(B) Reference is made to Page 1, Line 44, whereby it is stated that this contract will be closed 45 days from contract execution. This will only remain in effect provided that the buyer meets all other required conditions and stipulations within the established time frame. The 45 days will begin upon the Effective Date of the Contract.

Buyer (AD) (SD) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 8.