

ORDINANCE No. 2008-27-163

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO GANG PREVENTION IN PUBLIC PLACES AND DEEMING CRIMINAL STREET GANGS AND THEIR USE OF A PUBLIC PLACE A PUBLIC NUISANCE; AUTHORIZING ABATEMENT OF THE NUISANCE; PROVIDING FOR DEFINITIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of Miami Gardens have the authority to eradicate the ills of society caused by criminal street gangs whose members disrupt the health, safety, and welfare of all of its residents, and

WHEREAS, the crimes being committed by criminal street gang members include serious offenses such as murder by drive-by shootings, aggravated assault, robberies, burglaries and drug-related crimes, and

WHEREAS, Chapter 874, Florida Statutes was created with the intent to eradicate the terror created by criminal street gangs and their members by providing enhanced penalties and by eliminating the patterns, profits, proceeds, instrumentalities and property facilitating criminal street gang activity, including criminal street gang recruitment, and

WHEREAS, the City has a compelling interest in preventing street gang activity in Miami Gardens, and

WHEREAS, the Mayor and City Council of the City of Miami Gardens, would like to adopt an ordinance to provide a mechanism for designating gang related activity as a public nuisance, and

WHEREAS, Article VII, Section 2(b) of the Florida Constitution, and Section 166.021, Florida Statutes, give the City the authority to protect the health, safety and

welfare of its citizens,

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. CREATION OF ORDINANCE: An Ordinance relating to City Gang Prevention is hereby created in the City of Miami Gardens, as follows:

SECTION 3. **Definitions.**

The City adopts by reference the definitions in F.S. § 874.03.

SECTION 4. **Public Nuisance for Purpose of Gang Injunctions.**

A criminal street gang, criminal street gang members, or associates who are engaged in a pattern of criminal street gang activity or gang related incidents is a public nuisance.

SECTION 5. **Public Nuisance; Use of Place for Purpose of Gang Injunctions.**

The habitual use of place by a criminal street gang its members or associates for engaging in criminal street gang activity or gang-related incidents is a public nuisance.

SECTION 6. **Abatement of Public Nuisance;**

The City Attorney is authorized to bring a civil cause of action to enjoin the public nuisance set forth herein and to enforce its code or ordinances by any other means available at law.

SECTION 7. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 8. 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 and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 9. INCLUSION IN CODE: It is the intention of the City Council of the City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Miami Gardens and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 10. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST 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 9th DAY OF JULY, 2008


SHIRLEY GIBSON, MAYOR

ATTEST:



RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

Ordinance No. 2008-27-163

SPONSORED BY: Councilman Oliver Gilbert

MOVED BY: Councilwoman Pritchett
SECOND BY: Councilman Bratton

VOTE: 6-0

Mayor Shirley Gibson	<u> X </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> </u> (Yes)	<u> </u> (No) (not present)
Councilman Melvin L. Bratton	<u> X </u> (Yes)	<u> </u> (No)
Councilman Oliver Gilbert, III	<u> X </u> (Yes)	<u> </u> (No)
Councilman Andre' Williams	<u> X </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	<u> </u> (No)
Councilman Aaron Campbell	<u> X </u> (Yes)	<u> </u> (No)

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 Oliver Gilbert III
Councilman André Williams

Agenda Cover Page

Date: **July 9, 2008**

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source: N/A

Contract/P.O. Requirement: Yes No

Sponsor Name/Department: Councilman Gilbert RFP/RFQ/Bid # _____

Public hearing

Ordinance

1st Reading

Advertising requirement:

Quasi-Judicial

Resolution

2nd Reading

Yes No

Title

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO GANG PREVENTION IN PUBLIC PLACES AND DEEMING CRIMINAL STREET GANGS AND THEIR USE OF A PUBLIC PLACE A PUBLIC NUISANCE; AUTHORIZING ABATEMENT OF THE NUISANCE; PROVIDING FOR DEFINITIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary

This ordinance is a companion item to the proposed ordinance relating to gang prevention in public places. This enabling legislation has been proposed in order to provide the City Attorney with the authority to declare criminal street gangs and their use of public places a public nuisance and to allow the Attorney to enjoin the public nuisance by any means available at law.

Recommendation

It is recommended that Council approve the attached ordinance relating to gang prevention in public places and deeming criminal street gangs and their use of public places a public nuisance.

ORDINANCE No. 2008-28-164

AN 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, the City Council adopted this Ordinance on First Reading at the June 25, 2008 Council meeting, and also adopted the Ordinance on an emergency basis at the June 25, 2008 meeting, and

WHEREAS, it is necessary and appropriate for the Council to have another second reading of this Ordinance in accordance with Section 166.041 Florida Statutes,

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

SECTION 4. 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 and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

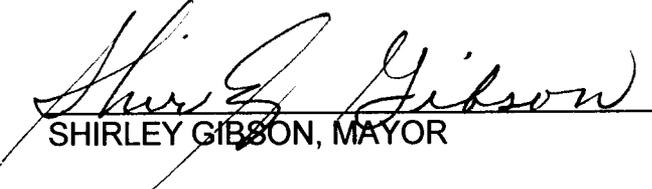
SECTION 5. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

Ordinance No. 2008-28-164

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

PASSED ON AN EMERGENCY BASIS 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 9th DAY OF JULY 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: Councilman Gilbert
SECOND BY: Councilman Bratton

VOTE: 6-0

Mayor Shirley Gibson	<u> X </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> </u> (Yes)	<u> </u> (No) (not present)
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)

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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: **July 9, 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 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.

This Ordinance was originally approved on First Reading at the June 25, 2008 Council meeting, and was approved on Second Reading on an emergency basis at that same meeting. However, in accordance with Section 166.041, Florida Statutes, it is required that the Ordinance be approved again on Second Reading.

Recommendation

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

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Miriam Gilmore
Mutual Trust Title, Inc.
10743 SW 104 Street
Miami, Florida 33176

Property Appraisers Parcel Identification (Folio) Numbers:
Grantees SS #s: and

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 26th day of June, 2008 by The City of Miami Gardens, a municipality of the State of Florida, herein called the grantor, to Aquil Dawson and Sophia Dawson, Husband and Wife whose post office address is 1080 N.W. 185 Terrace, Miami, Florida 33169, hereinafter called the Grantees:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in MIAMI-DADE County, State of Florida, viz.:

Lot 9, Block 52 of NORWOOD 3RD ADDITION SECTION 2, according to the Plat thereof as recorded in Plat Book 57, Page(s) 33, of the Public Records of Miami-Dade County, Florida.
Subject to easements, restrictions and reservations of record and to taxes for the year 2008 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

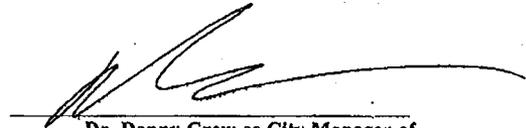
TO HAVE AND TO HOLD, the same in fee simple forever.

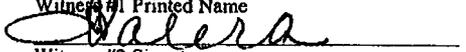
AND, the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

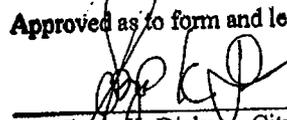
Signed, sealed and delivered in the presence of:


Witness #1 Signature


Dr. Danny Crew as City Manager of
The City of Miami Gardens, a
municipality of the State of
Florida

Frances Marie Puente
Witness #1 Printed Name

Witness #2 Signature
Elizabeth Valera
Witness #2 Printed Name

1515 N.W. 167 Street, Miami Gardens, Florida 33169

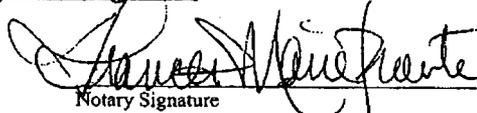
Approved as to form and legal sufficiency

Sonja K. Dickens, City Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 26th day of June, 2008 by Dr. Danny Crew as City Manager of The City of Miami Gardens, a municipality of the State of Florida on behalf of the corporation. He/She is personally known to me or has produced valid ID as identification.

SEAL




Notary Signature
Frances-Marie Puente
Printed Notary Signature

My Commission Expires:

BILL OF SALE, ABSOLUTE

THIS INSTRUMENT WAS PREPARED BY:

Miriam Gilmore
Mutual Trust Title, Inc.
10743 SW 104 Street
Miami, Florida 33176

KNOW ALL MEN BY THESE PRESENTS:

That The City of Miami Gardens, a municipality of the State of Florida, whose post office address is 1515 N.W. 167 Street, Miami Gardens, Florida 33169, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to be paid by Aquil Dawson and Sophia Dawson, Husband and Wife, of 1080 N.W. 185 Terrace, Miami, Florida 33169, parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the parties of the second part, their executors, administrators and assigns, the following goods and chattels located on the property at 1080 N.W. 185 Terrace, Miami Gardens, Florida 33169:

NONE

To Have and To Hold the same unto the said parties of the second part, their executors, administrators and assigns forever.

And he/she does for themselves and his/her heirs, executors and administrators, covenant to and with the parties of the second part, their executors administrators and assigns that he/she is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that he/she has good right to sell the same aforesaid, and that he/she will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said parties of the second part their executors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, the party of the first part has hereunto set his/her hand and seal this 26th day of June, 2008.

Signed, sealed and delivered in the presence of us:

Frances Marie Puente
Witness #1 Signature.

[Signature]

Dr. Danny Crew as City Manager of
The City of Miami Gardens, a
municipality of the State of
Florida

Frances-Marie Puente
33169

1515 N.W. 167 Street, Miami Gardens, Florida

Witness #1 Printed Name

Valera
Witness #2 Signature
Elizabeth Valera
Witness #2 Printed Name

Approved as to form and legal sufficiency

[Signature]
Sonja K. Dickens, City Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 26th day of June, 2008 by Dr. Danny Crew as City Manager of The City of Miami Gardens, a municipality of the State of Florida on behalf of the corporation. He/She is personally known to me or has produced Valera as identification.

SEAL



Frances Marie Puente
Notary Signature
Frances Marie Puente
Printed Notary Signature

My Commission Expires:

**OWNER'S AFFIDAVIT
NON-FOREIGN CERTIFICATE
AND
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

BEFORE ME, the undersigned authority, personally appeared of **The City of Miami Gardens**, a municipality of the State of Florida, (the "Seller"), ("Seller" refers to singular or plural as context requires) who, first being duly sworn, deposes and says:

A. OWNER'S AFFIDAVIT

1. Seller is the owner of the following described property (the "Property"):

Lot 9, Block 52 of NORWOOD 3RD ADDITION SECTION 2, according to the Plat thereof as recorded in Plat Book 57, Page(s) 33, of the Public Records of Miami-Dade County, Florida.

Property Address: **1080 N.W. 185 Terrace, Miami Gardens, Florida 33169**

2. There is no outstanding contract for the sale of the Property to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property.
3. There are no liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, on or against the Property or any goods, furnishings, appliances, fixtures or equipment now installed in or which are to be affixed to the Property; except for mortgages described in the deed given by the undersigned; that there are no unpaid taxes, levies, assessments, paving liens or utility liens against the Property (other than real estate taxes for the current year).
4. That there have been no improvements upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or other charges for which a lien or liens might be claimed by anyone whomsoever.
5. That there are no matters pertaining to the Seller which could give rise to a lien that would encumber the Property during the period of time between the effective date of the Title Insurance Commitment and the time of recording of the Warranty Deed and that the Seller has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of the Affidavit forward.
6. That there are no judgements, claims, disputes, demands or other matters pending against Seller that would attach to the Property. Seller has complied with the Florida Sales Tax laws where applicable. Seller acknowledges responsibility for water, sewer and electrical consumption charges through date of closing or occupancy by Buyers, whichever first occurs.
7. Seller is in sole constructive or actual possession of the Property and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it.
8. Seller represents that there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Section 1445 of the Internal Revenue Code provides that a Transferee ("Buyer") of a U.S. real property interest must withhold tax at a rate of 10% of the amount realized on the disposition if the Transferor ("Seller") is a foreign person. To inform the Buyers that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller, the undersigned hereby swears, affirms and certify(ies) the following as or on behalf of the Seller:

1. Sellers' Legal Name is: **The City of Miami Gardens.**
2. Sellers' Home Address or Office Address if Corporation, Partnership or Trust:
1515 N.W. 167 Street, Miami Gardens, Florida 33169

3. Seller is not a non-resident alien (if individual) or a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
4. That the amount realized by the Seller (Transferor) of the above-described real property as a result of this transaction does not exceed Three Hundred Thousand (\$300,000.00) Dollars.
5. In connection with the sale or exchange of the Property you are required by law to provide **Mutual Trust Title, Inc.** with your correct taxpayer identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.
6. Sellers' Taxpayer Identification Numbers:

The City of Miami Gardens

7. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-S, the Property is Seller' (check one):

Principal Residence

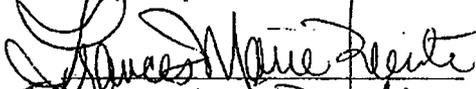
Other Real Estate

This taxpayer identification number is being provided in connection with a real estate transaction.

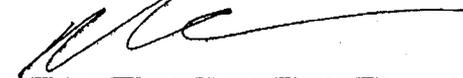
The undersigned understands that this Certificate may be disclosed to the Internal Revenue Service by the Buyers and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I/we declares that I/we have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I/we further declare that I/we have authority to sign this document as or on behalf of the Seller, and that the number shown on this statement is Seller' correct TIN.

Seller states that this instrument is given for the express purpose of inducing **Aquil Dawson and Sophia Dawson, Husband and Wife** to purchase the Property and to cause **Mutual Trust Title, Inc.** as agent for to insure title to said property. This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

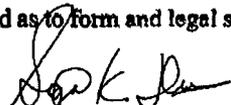


 Frances Marie Puente

By: 

 Dr. Danny Crew as City Manager of
**The City of Miami Gardens, a
 municipality of the State of
 Florida**

Approved as to form and legal sufficiency



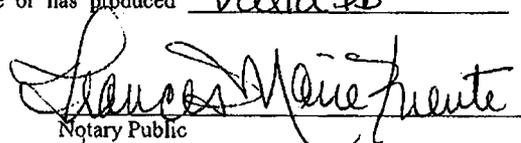
 Sonja K. Dickens, City Attorney



 Elizabeth Valera
 STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 26th day of June, 2008 by Dr. Danny Crew as City Manager of The City of Miami Gardens, a municipality of the State of Florida on behalf of the corporation. He/She is personally known to me or has produced Valid ID as identification.





 Notary Public
 Frances Marie Puente

 Printed Notary Name

My commission expires:

AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

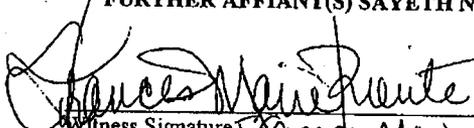
BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared this day, **The City of Miami Gardens, a municipality of the State of Florida**, who, after being duly sworn, deposes and says as follows:

Lot 9, Block 52 of NORWOOD 3RD ADDITION SECTION 2, according to the Plat thereof as recorded in Plat Book 57, Page(s) 33, of the Public Records of Miami-Dade County, Florida.

1. That the Affiant has personal knowledge of all matters set forth herein, warranting the accuracy of same and is (will be) the fee simple title holder of the above described real property.
2. That there are no unresolved contractual disputes, outstanding contracts for the sale of the property, unrecorded deeds, mortgages, easements, leases, options or other conveyances which could affect title to the property.
3. That there are no liens, encumbrances, mortgages, claims, demands or security interests in or against the property or any appliances, fixtures or equipment installed or affixed to the property; and that there are no unpaid taxes, municipal liens, levies, assessments, special assessments, paving liens or utility liens against the property (other than real estate taxes for the current year).
4. That there are no improvements and/or repairs or contracts for improvements and/or repairs made upon the property within the past ninety (90) days for which there remain any outstanding and/or unpaid bills for labor, materials, supplies, or services for which a lien or liens have or could attach to the property.
5. There are no matters pending against the Affiant which could give rise to a lien that could attach to the property during the period of time between the effective date of the title insurance commitment and the time of recording of the deed of conveyance; and that the Affiant has not and will not execute any instrument that would adversely affect the title to the property from the effective date of the title insurance commitment through the date of recording the deed of conveyance.
6. There are no actions, proceedings, judgments, claims, disputes, demands or other matters pending against Affiant in any State or Federal Court that could attach to the property including but not limited to tax liens, bankruptcy, receivership or insolvency proceedings.
7. That Affiant is in exclusive, complete and undisputed possession of the property and no other person or entity has any right to possession of the property, or asserts any claim of title or other interests which could affect title to the property.
8. That there are no violations of governmental laws, sales tax laws, zoning regulations or ordinances pertaining to the use of the property, or any violations of any enforceable covenants, restrictions, declarations, easements or conditions, pertaining to the property, nor do any improvements on the property violate municipal, subdivision or platted building setback lines.
9. The Affiant knows of no use, past or present, wherein the property has been or is being used for the handling, storage, transportation, disposal or the production of hazardous and/or toxic materials.
10. That Affiant is under no legal disabilities and is executing this and other closing documents of his or her own free will, and that the marital status above stated and as shown on the deed of conveyance is his or her true and correct marital status as of the date of the Affidavit.
11. Affiant understands that the figures set forth on the settlement statement relating to mortgage fees, payoffs, assumptions, taxes, utilities, rental prorations, maintenance fees, special assessments, and/or other charges are based on the best information available to **Mutual Trust Title, Inc.** and in the event said figures differ from the actual figures, Affiant agrees to promptly pay all additional sums rightfully owing by Affiant to said respective parties which are necessary to fully pay said outstanding balances.

12. Affiant agrees that in consideration of **Mutual Trust Title, Inc.** obtaining and providing the figures, including the tax proration, in the event the actual figures differ from those used at closing, an adjustment shall be made between the respective parties and in no case shall **Mutual Trust Title, Inc.** be held responsible for any differences in any amount between those figures used at closing and the actual figures. The Affiant herein releases, indemnify(ies) and holds harmless **Mutual Trust Title, Inc.** for any such differences, including **Mutual Trust Title, Inc.**'s attorneys' fees and court costs, and in no way will hold **Mutual Trust Title, Inc.** liable should Buyers fail and/or refuse to complete any reproration.
13. Affiant consents to, pursuant to Rule 4-186.008(3) of the Florida Administrative Code, and acknowledges that the funds collected at closing may be placed in an interest bearing account with the interest accruing to and taxable to **Mutual Trust Title, Inc.**
14. Affiant gives this Affidavit for the express purpose of inducing **Mutual Trust Title, Inc.** to disburse, at the time of closing, the proceeds of sale, mortgage payoff(s), and/or disbursements made in accordance with any agreements made between the Affiant, Buyers and/or lender and to cause **Mutual Trust Title, Inc.**, agents for , to insure title to the property and/or mortgage. This Affidavit is made with the full understanding of the law regarding liability for any misrepresentation herein. As further inducement, the Affiant agrees to be bound by his or her statements made herein, and should any of these statements be untrue necessitating any legal action by **Mutual Trust Title, Inc.**, Affiant will indemnify and hold harmless **Mutual Trust Title, Inc.** for any loss and/or damages including attorneys' fees and court costs arising out of said legal action.

FURTHER AFFIANT(S) SAYETH NAUGHT.

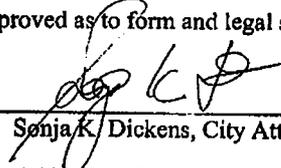

 Witness Signature Frances Marie Puente


 Dr. Danny Crew as City Manager for the
 The City of Miami Gardens

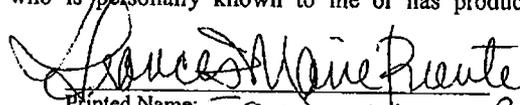

 Witness Signature Elizabeth Valera

Approved as to form and legal sufficiency

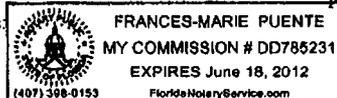
STATE OF FLORIDA
 COUNTY OF MIAMI-DADE


 Sonja K. Dickens, City Attorney

The foregoing instrument was acknowledged before me this 26th day of June, 2008 by The City of Miami Gardens The City of Miami Gardens who is personally known to me or has produced Valid ID as identification.


 Printed Name: Frances Marie Puente
 Notary Public

My Commission Expires:



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 (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 to be agreed upon by the parties prior to Closing
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 (AD) (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 marcite; 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; curling 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.
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252 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
253 title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days from
254 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
255 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date
256 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
257 within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's
258 notice, either cancel this Contract or accept title with existing defects and close the transaction.
259 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days
260 from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's
261 improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in
262 the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph
263 (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.

305 **16. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims and other matters in
306 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

307 (a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from
308 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will
309 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real
310 Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's
311 obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the
312 escrow dispute through mediation, arbitration, interpleader or an escrow disbursement order, if the broker so chooses,
313 applies to brokers only and does not apply to title companies, attorneys or other escrow companies.

314 (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve
315 the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the
316 county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in
317 this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual
318 authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil
319 Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee or firm named
320 in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the
321 proceeding. This clause will survive closing.

322 (c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by
323 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
324 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or
325 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
326 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
327 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.
328 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the
329 arbitrators' fees and administrative fees of arbitration.

330 ESCROW AGENT AND BROKER

331 **17. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow
332 and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this
333 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for
334 misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract
335 or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and
336 costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent
337 and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so
338 long as Escrow Agent consents to arbitrate.

339 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations
340 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
341 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect
342 of property lying partially or totally seaward of the coastal construction control line, etc.) and for tax, property condition,
343 environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all
344 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to
345 rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition,
346 square footage and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and
347 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and
348 employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations.
349 Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for
350 loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's
351 performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as
352 amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any
353 vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and
354 compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this
355 paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

356 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to
357 Closing Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified
358 in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent
359 Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will
360 disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation
made by Seller or listing broker to cooperating brokers.

361 Buyer (AS) (BS) and Seller () () acknowledge receipt of a copy of this page, which is Page 6 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.**

379
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.**

385
386 **(C) The Property has an appraised value of \$255,000.00, notwithstanding the fact that it is being sold for less.**

387
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.**

391
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.**

395
396 **(F) Seller agrees to contribute 4.5% towards the Buyers closing cost.**

397
398 **Please see page 8 for additional stipulations.**

400

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.