ORDINANCE NO. 2011-30-272

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE SALE OF CITY OWNED PROPERTY LOCATED AT 2245 BUNCHE PARK DRIVE AND 15620 W. BUNCHE PARK DRIVE, TO LOVE FELLOWSHIP MINISTRIES FOR THE SUM OF FIVE HUNDRED FIVE THOUSAND DOLLARS ($505,000.00); AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION FOR A REZONING OF THE PROPERTY AND FOR THE CITY TO SHARE THE COSTS OF THE REZONING EQUALLY WITH THE PURCHASER; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY IN ORDER TO COMPLETE THE SALE OF THE PROPERTY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City currently owns property located at 2245 Bunche Park Drive and 15620 W. Bunche Park Drive, also known as the Mt. Hermon Property, and

WHEREAS, this property has been appraised at Five Hundred Twenty-Five Thousand Dollars ($525,000.00), and

WHEREAS, the City Manager is recommending that the City sell the property for Five Hundred Five Thousand Dollars ($505,000.00) to Love Fellowship Ministries in light of the fact that the facility is in an immediate need of a new roof, new air conditioning units, and a myriad of other repairs, and

WHEREAS, the property is currently zoned "Government," so in order for the purchaser to make use of the property, it will need to be rezoned, and

WHEREAS, the sale of the property will be conditioned upon the rezoning, and

WHEREAS the City Manager is recommending that the City applies for the rezoning and share the cost of the rezoning equally with the purchaser,

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 paragraphs 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 hereby authorizes the sale of City owned property located at 2245 Bunche Park Drive and 15620 W. Bunche Park Drive to Love Fellowship Ministries in the amount of Five Hundred Five Thousand Dollars ($505,000.00); authorizes the City Manager to make application for a rezoning of the property with all costs to be shared equally between the City and Love Fellowship Ministries; and further authorizes the City Manager and City Attorney to take any and all steps necessary in order to complete the sale of the property.

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.

PASSED ON FIRST READING ON THE 28th DAY OF September, 2011.

PASSED ON SECOND READING ON THE 9th DAY OF November, 2011.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE 9th DAY OF November, 2011.

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

Moved by: Councilwoman Robinson
Second by: Councilman David Williams Jr.

VOTE: 7-0

Mayor Shirley Gibson	X (Yes)	___(No)
Vice Mayor Aaron Campbell	X (Yes)	___(No)
Councilwoman Lisa Davis	X (Yes)	___(No)
Councilwoman Felicia Robinson	X (Yes)	___(No)
Councilman Andre Williams	X (Yes)	___(No)
Councilman Oliver Gilbert, III	X (Yes)	___(No)
Councilman David Williams Jr.	X (Yes)	___(No)

1515 NW 167 Street, Building 5 Suite 200
Miami Gardens, Florida 33169

City of Miami Gardens
Agenda Memo

City Council Meeting Date:	November 9, 2011		Item Type:	Resolution	Ordinance		Other	
					X			
Fiscal Impact: *(Enter X in box)*	Yes	No	Ordinance Reading:		1st Reading		2nd Reading	
							x	
		x	Public Hearing: *(Enter X in box)*		Yes	No	Yes	No
							x	
Funding Source:	***N/A***		Advertising Requirement:		Yes		No	
					X			
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:					
	X							
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:		Strategic Plan Obj./Strategy:			
		X	Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		N/A			
Sponsor Name:	Dr. Danny Crew, City Manager		Department:		City Manager's Office			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE SALE OF CITY OWNED PROPERTY LOCATED AT 2245 BUNCHE PARK DRIVE AND 15620 W. BUNCHE PARK DRIVE, TO LOVE FELLOWSHIP MINISTRIES FOR THE SUM OF FIVE HUNDRED FIVE THOUSAND DOLLARS ($505,000.00); AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION FOR A REZONING OF THE PROPERTY AND FOR THE CITY TO SHARE THE COSTS OF THE REZONING EQUALLY WITH THE PURCHASER; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY IN ORDER TO COMPLETE THE SALE OF THE PROPERTY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary

Background

As a result of a sluggish economy, the City has continued to make every effort to minimize the financial burden to its residents. Significant budget deficits caused primarily by declining revenues have forced City staff to look at the disposition of real estate assets in an effort to replenish the Fund Balance.

ITEM I-2) ORDINANCE
SECOND READING/PUBLIC HEARING
Sale of City Owned Property

Several months ago the City took a more aggressive approach to disposing of parcels previously acquired. Signs were posted on each site indicating availability for purchase, and the site information was also posted on the City's website.

Current Situation

The City received a formal offer to purchase the property located at 2245 Bunche Park Drive (Mt. Hermon Property) along with the parsonage located at 15620 W. Bunche Park Drive from Love Fellowship Ministries. The offer ($505,000) is 12% below the current appraised value of $525,000; however, the facility is in immediate need of a new roof, new a/c units and a myriad of other repairs. Together, these repairs are estimated at more than $100,000. Unfortunately, no one could have anticipated the severe on-going decline of property values. However, disposing of this property will eliminate the on-going liability of owning a property which the City does not currently have the capital to redevelop or repair. City staff has been advised that the purchaser will seek to put the building back on-line as quickly as possible and has indicated its commitment to provide community services to the Bunche Park neighborhood. The property is currently zoned "Government". A rezoning of the property Mt. Hermon property has been completed. Upon discussion of the process and fees required to rezone the property ($24,900), the purchasers have requested that the City split the cost.

The proposed ordinance recommends that the City accept the offer of $505,000 from Love Fellowship Ministries for the purchase of the property located at 2245 Bunche Park Drive and the parsonage located at 15620 W. Bunche Park Drive, and allows the City Manager to sign as the applicant for the rezoning of the property. The ordinance was approved on first reading at the October 12, 2011 Council meeting.

Proposed Action:

That the City Council adopt the attached ordinance.

Attachments:

Attachment A: Purchase Contract
Attachment B: Purchase Contract Amendment

(b) **Location:** Closing will take place in PATHMAN LEWIS LLP County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: Within 5 days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____ % of the purchase price or $ 250,000.00, with a fixed interest rate not to exceed PRA% per year with an initial variable interest rate not to exceed _____ %, with points or commitment or loan fees not to exceed _____ % of the principal amount, for a term of MKT years, and amortized over MKT years, with additional terms as follows:

_____

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within 45 days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within 10 days ☐ after Effective Date ☐ or at least 60 days before Closing Date deliver to **Buyer** (check one)

☐ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

☒ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) **Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

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(2) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ (i.)**Seller** will, within 15 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: _____, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

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parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☐ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller** will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

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Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

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proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

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

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: _____,
(Company Name) (Licensee)

_____,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

_____

Buyer (✓) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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Flo WA Real Assist INC

(b) Buyer's Broker: ~~Noble Earth Realty~~ Oscar Bowen
(Company Name) (Licensee)

~~1605 Flamingo Road Suite~~ 320 Pembroke Pines Fl 33028
23935 S. Congress NE (Address, Telephone, Fax, E-mail)

who ☒ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify) 3%

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☒ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other _____

22. ADDITIONAL TERMS:

All STANDAND title Exceptions
~~Buyer Regulating~~ ~~3% Towards Closing Cost~~
Copies of All Utilities Bill

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (OB) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* _____ Date: JULY 13, 2011
339 (Signature of Buyer)

340* WANTWORTH B. HERON. Tax ID No: _____
341 (Typed or Printed Name of Buyer)

342* Title: PASTOR/PRESIDENT Telephone: _____

343* _____ Date: _____
344 (Signature of Buyer)

345* _____ Tax ID No: _____
346 (Typed or Printed Name of Buyer)

347* Title: _____ Telephone: _____

348* Buyer's Address for purpose of notice: _____

349* Facsimile: _____ Email: _____

350* _____ Date: _____
351 (Signature of Seller)

352* _____ Tax ID No: _____
353 (Typed or Printed Name of Seller)

354* Title: _____ Telephone: _____

355* _____ Date: _____
356 (Signature of Seller)

357* _____ Tax ID No: _____
358 (Typed or Printed Name of Seller)

359* Title: _____ Telephone: _____

360* Seller's Address for purpose of notice: _____

361* Facsimile: _____ Email: _____

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362* Buyer (✓) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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Commercial Contract: Optional Clauses

FLORIDA ASSOCIATION OF REALTORS®

Addendum No. _____ to the Commercial Contract between City of Miami Gardens ("Seller") and Love Fellowship Ministries, A Non For Profit ("Buyer") concerning the sale and purchase of the Property described as: 2205 W. Bunche Park Drive Miami Gardens Fl 33054

The clauses below shall be incorporated into the Contract referenced above only if initialed by all parties:

Seller Initials Buyer Initials

(A) __________; __________ **ARBITRATION:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by neutral binding arbitration in _____ County, Florida, in accordance with the rules of (name of organization) _____ and not by any court action except as provided by Florida law for judicial review of arbitration proceedings. Any court having appropriate jurisdiction may enter judgment upon the award rendered by the arbitrator(s). Filing a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies shall not constitute a waiver of the right to arbitrate under this paragraph. Any claims or disputes with or against real estate agents participating in this transaction shall be submitted to arbitration under this provision only with the written consent and joinder of the agent's Broker. In connection with any arbitration or litigation between the parties, the prevailing party shall be entitled to recover all fees, costs, and expenses, including reasonable attorneys' fees, arbitrators' fees and administrative fees of arbitration.

(B) __________; __________ **SECTION 1031 EXCHANGE:** ☐ Buyer ☐ Seller requests a Section 1031 tax deferred exchange in connection with this transaction. The parties agree to cooperate in effecting the exchange in accordance with Section 1031 of the Internal Revenue Code, including execution of any documents that may be reasonably necessary to effect the exchange; provided that (1) the party requesting the exchange shall bear all additional costs incurred in connection with the exchange, (2) the non-requesting party shall not be obligated to delay the closing or to execute any note, contract, or other document providing for any personal liability which would survive the exchange.

*(C)__________; __________ **PROPERTY INSPECTION AND REPAIR:** Paragraph 7 of the Contract is deleted. **Seller** shall grant reasonable access to the Property to **Buyer**, its agents, contractors and assigns for the purpose of conducting the inspections described below; provided, however, that all such persons enter the Property and conduct the inspections at their own risk. **Buyer** shall indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, and from liability to any person, arising from the conduct of any and all inspections or work authorized by **Buyer**. **Buyer** shall not engage in any activity that could result in a mechanics lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, **Buyer** shall, at **Buyer's** expense, (1) repair all damages to the Property resulting from the inspections and return the Property to its present condition, and (2) release to **Seller** copies of all reports and other work generated as a result of the inspections. **Seller** has no duty to make repairs except to those defects and conditions reported by **Buyer** in writing prior to 5:00 p.m. on the date the applicable Inspection Period expires. **Seller** makes no warranties other than marketability of title. (Check if applicable):

☒ (1) **Structure and Systems:** Within 30 days from Effective Date ("Inspection Period"), **Buyer** shall, at **Buyer's** expense, have a certified general contractor or engineer make inspections which **Buyer** deems necessary to determine the condition of all structures and systems, including roof; exterior walls; foundation; major appliances; electrical, HVAC, plumbing, and sewer, septic and well systems; pool and pool equipment; parking lot; fences; and seawall or other retaining structures on the Property except _____. **Seller** shall have _____ days from the date **Seller** receives **Buyer's** written report to obtain repair or replacement estimates from a licensed building or general contractor. If the cost to correct the defects does not exceed _____% of the purchase price ("Structural Repair Limit"), **Seller** shall have the defects repaired in a workmanlike manner by an appropriately licensed contractor. If the cost to correct the defects exceeds the Structural Repair Limit, either party may elect to pay the excess, failing which either party may terminate this Contract.

☐ (2) **Environmental Hazards:** Within 30 days from Effective Date ("Inspection Period"), **Buyer** shall, at ☐ **Buyer's** ☒ **Seller's** expense, apply for a Phase I inspection to be conducted by an environmental engineer. **Buyer** shall deliver to **Seller** a copy of all resulting environmental reports. If a lender requires a Phase II or III investigation, **Buyer** shall deliver written notice of the requirement to **Seller** and **Seller** may elect, within _____ days from receipt of the notice, to conduct the investigation at (check one) ☐ **Seller's** ☐ **Buyer's** expense. If **Seller** elects not to conduct the investigation, either party may terminate this Contract. If **Seller** elects to conduct the

Buyer (OB) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is page 1 of 3 Pages.

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investigation, **Seller** will pay for and make corrective measures required by law. If remediation is necessary, **Seller** shall have _____ days to complete the cleanup ("Cleanup Period"). If remediation is completed within Cleanup Period, then **Seller** shall deliver written notice to **Buyer** within 3 days after cleanup completion, and the parties will close the transaction on Closing Date, or, if Closing Date has passed within 10 days from **Buyer's** receipt of **Seller's** notice. If Seller is unable to complete remediation within Cleanup Period, **Seller** will deliver written notice to **Buyer** within 3 days after this determination is made and **Buyer** will within 10 days from receipt of **Seller's** notice either cancel this Contract or accept the property in current condition and shall close on Closing Date, or, if Closing Date has passed within 10 days from **Buyer's** receipt of **Seller's** notice with costs of completing the remediation being held in escrow at closing.

☐ (3) **Wood Destroying Organism Inspection:** "Wood destroying organism" means arthropod or plant life which may damage the wood in a structure, as defined in Section 482.021(27), Florida Statutes. Within 30 days from Effective Date ("Inspection Period"), **Buyer** shall, at **Buyer's** expense, have the Property inspected by a Florida-licensed pest control business to determine the presence in the improvements of past or present infestation and damage caused by infestation. **Seller** shall have _____ days from receipt of **Buyer's** written report to obtain repair estimates from a licensed building or general contractor and treatment estimates from a licensed pest control business. **Seller** shall treat and repair the Property if the cost to do so does not exceed _____% of the purchase price ("Termite Repair Limit"). If the cost of treatment and repair exceeds the Termite Repair Limit, either party may elect to pay the excess, failing which either party may terminate this Contract. If there is no evidence of live infestation and the Property is covered by a full treatment warranty, **Seller** shall transfer the warranty to **Buyer** at closing and shall not be obligated to treat the Property.

Seller shall deliver the Property to **Buyer** at the time agreed in its present condition, ordinary wear and tear and repairs made pursuant to this Paragraph excepted, and shall maintain the landscaping and grounds in a comparable condition. Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises. No new issues may be raised as a result of the walk through.

Seller Initials **Buyer Initials**

(D)__________; __________ **SELLER REPRESENTATIONS:** Seller shall, within _____ days from Effective Date and at **Seller's** expense, deliver to **Buyer** current copies of the rent roll; leases; notes and mortgages; existing title reports or policies; surveys; permits and certificates of occupancy; certified income and expense statements for the period January 1, _____ through December 31, _____, as Evidence that the Property generated income of $_____ against expenses of $_____; and agreements with third parties that will remain in effect after closing. **Buyer** may terminate this Contract by written notice to **Seller** within _____ days after receipt of the above documents if the statements differ materially from **Seller's** representations. If **Buyer** fails to provide timely written notice, **Buyer** shall be deemed to waive this contingency.

(E)__________; __________ **SELLER WARRANTY:** **Seller** warrants that **Seller** has no knowledge of (1) notice of city, county, state, federal, building, zoning, fire, or health codes, regulations or ordinances filed or issued against the Property, (2) current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) or the right to use and occupy the Property, (3) unsatisfied construction liens, (4) incompatibility of property with land use plans (5) tenants in bankruptcy, or (6) special assessments, condemnation, eminent domain, change in grade of public streets affecting the Property or similar proceedings affecting the Property. If **Seller** is notified of any of the above matters prior to closing, **Seller** shall notify **Buyer** in writing within _____ days. If **Buyer** requires the matter to be corrected prior to closing, **Buyer** shall notify **Seller** in writing within _____ days from receipt of **Seller's** notice. **Buyer's** failure to provide timely notice shall be deemed acceptance of the Property with the matter as it then exists. If **Seller** is unable or unwilling to correct the matter prior to closing, **Buyer** may terminate this Contract. **Seller** warrants that, as of Effective Date, execution of this Contract and delivery of title is not a violation or breach of any agreement or judgment to which Seller is a party.

(F)__________; __________ **COASTAL CONSTRUCTION CONTROL LINE:** All or part of the Property is located seaward of the Coastal Construction Control Line as defined in Section 161.053, Florida Statutes, and is therefore subject to government regulation. Florida law requires **Seller** to provide **Buyer** with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Property at or prior to closing, unless **Buyer** waives this requirement in writing. The property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased. **Buyer** ☐ waives the right to receive a CCCL affidavit or survey. ☐ requests a CCCL affidavit or survey within the time allowed for **Seller** to deliver title evidence.

Buyer (OB) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is page 2 of 3 Pages.

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(G)__________; __________ **FLOOD AREA HAZARD ZONE:** The Property is located in a ☒ Special Flood Hazard Area ☐ Coastal High Hazard Area. Flood insurance on structures may be required as a condition of financing. If the first year premium of flood insurance required by a lender exceeds $_____ per year, **Buyer** may terminate this Contract unless either party elects, within _____ days of notification of the excess amount, to pay the excess. In addition, there may be restrictions on rebuilding in the event of casualty or substantial modification to the structure. **Buyer** is advised to verify all such restrictions with the appropriate government agencies. **Seller's** flood insurance policy ☐ is ☐ is not transferable to or assumable by **Buyer**.

(H)__________; __________ **SELLER FINANCING:** Buyer shall execute a purchase money note and _____ mortgage to **Seller** in the amount of $_____, due _____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note and any security agreement shall be in a form acceptable to **Seller**, but shall contain only clauses generally utilized by lending institutions in the county where the Property is located and shall provide for (1) a late payment fee, (2) acceleration at **Seller's** option in the event **Buyer** defaults, (3) the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment, (4) the loan to be ☐ due on conveyance or sale ☐ assumable with mortgagee's consent, which may not be unreasonably withheld and (5) **Buyer** to keep the Property insured against loss by fire (and flood, if Property is in a flood zone) with extended coverage in an amount not less than the amount of the purchase money mortgage and note. **Buyer** shall furnish credit, employment, and financial information reasonably required by **Seller**. Within _____ days from receipt of all requested information, **Seller** shall deliver written notice to **Buyer** of **Seller's** decision to provide this financing. **Seller** shall not unreasonably withhold approval of this financing.

(I)__________; __________ **EXISTING MORTGAGE:** **Seller** shall, within _____ days from Effective Date, deliver to **Buyer** a copy of the mortgage and an estoppel letter from the lender stating principal balance and accrued interest, maturity date, time and method of payments, interest rate and status of mortgage. **Buyer** shall have _____ days from receipt of lender's statement to examine the mortgage and approve the terms of the loan. **Buyer** shall not unreasonably withhold approval. If mortgage contains a due on sale or conveyance clause, **Seller** shall, at **Buyer's** expense, obtain lender's consent to the assumption within _____ days from Effective Date. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price; however, **Seller** shall not prepay any portion of the mortgage without **Buyer's** consent. **Buyer** shall purchase **Seller's** escrow account dollar for dollar.

☐ **(1) First Mortgage: Buyer** shall assume and take title subject to the existing first mortgage, LN# _____ in favor of _____, having an approximate present principal balance of $_____ payable $_____ per month including principal, interest, other _____, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____%, which ☐ will ☐ will not escalate upon assumption. Additional terms: _____

☐ **(2) Second Mortgage: Buyer** shall assume and take title subject to the existing second mortgage, LN# _____ in favor of _____, having an approximate present principal balance of $_____ payable $_____ per month including principal, interest, other _____, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____%, which ☐ will ☐ will not escalate upon assumption. Additional terms: _____

(J)__________; __________ **BUYER'S ATTORNEY APPROVAL:** This Contract is contingent upon **Buyer's** attorney approving the Contract. **Buyer** may terminate the Contract and receive a return of the deposits if **Buyer's** attorney disapproves the Contract and **Buyer** notifies **Seller** in writing within _____ days (5 days if left blank) after Effective Date.

K)__________; __________ **SELLER'S ATTORNEY APPROVAL:** This Contract is contingent upon **Seller's** attorney approving the Contract. **Seller** may terminate the Contract and the deposit will be returned to **Buyer** if **Seller's** attorney disapproves the Contract and **Seller** notifies **Buyer** in writing within _____ days (5 days if left blank) after Effective Date.

Buyer (✓) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is page 3 of 3 Pages.

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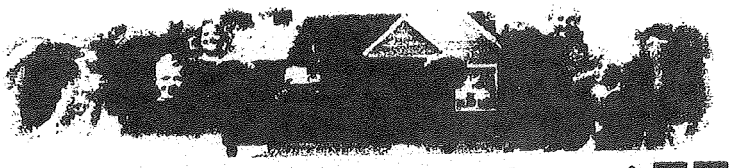

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ACTIVE TOOL: SELECT

Show Me:

Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator

Property Appraiser Tax Comparison

Aerial Photography - 2009

0 124 ft

Legend

Property Boundary

Selected Property

Street

Highway

Miami-Dade County

Water

N W E S

Summary Details:

Folio No.:	34-2115-003-6470
Property:	2245 W BUNCHE PARK DR
Mailing Address:	CITY OF MIAMI GARDENS 1515 NW 167 ST BLDG 5 MIAMI GARDENS FL 33169-5100

Property Information:

Primary Zone:	3100 FOUR-FAMILY APARTMENTS
CLUC:	0040 MUNICIPAL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	6,554
Lot Size:	31,798 SQ FT
Year Built:	1955
Legal Description:	15 52 41 .73 AC BUNCHE PARK PB 50-20 TR A LESS E140FT BLK 24 LOT SIZE 31798 SQUARE FEET OR 17473-1546 1296 4 F/A/U 30-2115-003-6470

Assessment Information:

Year:	2010	2009
Land Value:	$89,034	$162,170
Building Value:	$348,611	$358,719
Market Value:	$437,645	$520,889
Assessed Value:	$437,645	$520,889

Taxable Value Information:

Year:	2010	2009
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$437,645/$0	$520,889/$0
County:	$437,645/$0	$520,889/$0
City:	$437,645/$0	$520,889/$0
School Board:	$437,645/$0	$520,889/$0

Sale Information:

Sale Date:	9/2007
Sale Amount:	$0
Sale O/R:	[illegible]
Sales Qualification Description:	Sales which are disqualified as a result of examination of the deed

View Additional Sales

Additional Information:

Community Development District
Community Redevelopment Area

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Web Site
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MIAMI-DADE

Show Me:
Property Taxes

Search By:
Select Item

Detail Tax Information:

Real Estate Tax Information

Today's Date: 07/13/2011 **Last Update:** 07/11/2011 **Tax Year:** 2010

Folio Number: 34 21150036470 MIAMI GARDENS
Owner's Name: CITY OF MIAMI GARDENS
Property Address: 2245 W BUNCHE PARK DR

Mailing Information :
CITY OF MIAMI GARDENS
1515 NW 167 ST BLDG 5
MIAMI GARDENS FL
331695100

Legal Description :
15 52 41 .73 AC
BUNCHE PARK PB 50-20
TR A LESS E140FT BLK 24
LOT SIZE 31798 SQUARE FEET

Amounts due if paid by 07/31/2011 in U.S. funds

2010 Taxes	$ 80.17

E-check payment option is not available for this property. Please call (305) 270-4916 for assistance.

Contact Information
E-Mail:
(305) 270-4916

Downtown Office:
140 W Flagler St.,
Room 101
Miami, FL 33130

Office Hours:
Mon - Fri
8:00 AM - 4:30 PM

Related Links:

Amounts due are subject to change without notice.

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E-mail your comments, questions and suggestions to

Commercial Contract

1. **PARTIES AND PROPERTY:** Love Fellowship Ministries Inc, A Florida Not For Profit Corp ("Buyer")
agrees to buy and City of Miami Gardens ("Seller")
agrees to sell the property as: Street Address: 2245 W. Bunche Park Drive
Miami Gardens, Florida 33054
Legal Description: 15-52-41 .73 Ac Bunche Park PB 50-20 Tr A Less
E 140 Ft Blk 24 Lot Size 31798 Square Feet
and the following Personal Property: Any Fixtures and Equipment Attached
to the Property at Closing, If Any
(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: (Upon Acceptance) $ ~~400,000.00~~ 505,000.00

(a) Deposit held in escrow by Pathman Lewis, LLP ("Escrow Agent") (checks are subject to actual and final collection) $ ~~150,000.00~~ 205,000.00

Escrow Agent's address: 25 Biscayne Blvd St 2400 Phone: 305-379-2425

(b) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) $ ~~250,000.00~~ 300,000.00

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. $ _____

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 07/18/2011, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on Oct/11/2011 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Buyer (✓) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

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SARA WALTERS
OLESIA Y. BELCHENKO
MARIA SOLEDAD BODERO ***
ANTHONY VICTOR DE YURRE

* also admitted to practice in Kentucky
** Member Washington, D.C. Bar
*** also admitted to practice in Ecuador

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2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-1803

TELEPHONE (305) 379-2425
FACSIMILE (305) 379-2420
www.pathmanlewis.com

DAVID E. SACKS
dsacks@pathmanlewis.com

August 29, 2011

Via E-mail: drosemond@miamigardens-fl.gov

Mr. Daniel A. Rosemond
Assistant City Manager/Community Development Director
City of Miami Gardens
1515 N.W. 167th Street
Building 5, Suite 200
Miami Gardens, FL 33169

RE: Love Fellowship Ministries, Inc. – Purchase from City of Miami Gardens
2245 West Bunche Park Drive, Miami Gardens, Florida 33054

Dear Daniel:

This letter shall confirm that our firm is holding in escrow, as cleared funds, a deposit of $205,000.00 toward the purchase of the above referenced property.

Please contact us should you have any questions.

Very truly yours,

PATHMAN LEWIS, LLP

David E. Sacks

DES/sls

r:\love fellowship ministries\love fellowship ministries - city of miami gardens purchase from\ltrs\escrow letter.docx