

City of Opa-locka

*City of Opa-locka Municipal Complex
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*



COMMUNITY REDEVELOPMENT AGENCY Agenda

**Thursday, September 11, 2025
6:00 PM**

Opa-locka CRA Board

Jannie Russell, Chair

Nikisha Williams, Vice Chair

Dr. Sherelean Bass, Board Member

Natasha L. Ervin, Board Member

Joseph L. Kelley, Board Member

John H. Taylor, Jr., Board Member

Luis B. Santaigo, Board Member

CITY OF OPA-LOCKA
"The city of bright opportunities"

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
September 11, 2025
6:00 PM

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **MOMENT OF SILENCE:**

4. **PLEDGE OF ALLEGIANCE:**

5. **ADD-ON ITEM(S)**

6. **APPROVAL OF MINUTES:**

Meeting Minutes June 2025

7. **PUBLIC COMMENTS:**

8. **RESOLUTIONS:**

1. A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), AMENDING, APPROVING AND ADOPTING AN AMENDMENT TO THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, FOR THE ALLOCATION OF CERTAIN FUNDS FOR THE ROSE TYDUS PRAYER GARDEN, AND TO REALLOCATE FUNDS FROM OTHER CONTRACTED SERVICES TO THE ROSE TYDUS PRAYER GARDEN, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID AMENDED BUDGET TO THE STATE OF FLORIDA OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

2. A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPEMENT AGENCY (OCRA), AMENDING, APPROVING AND ADOPTING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL

OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID BUDGET TO THE STATE OF FLORIDA OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

9. DISCUSSION ITEM:

1. Property Acquisition

10. BOARD COMMENTS:

11. ADJOURNMENT:

All interested persons are invited to attend this meeting, For additional information, please contact the Opa-locka Community Redevelopment Agency Board Clerk at 305.953.2868 ext. 1251

In accordance with the Americans with Disabilities Act of 1990, person needing special accommodations to participate in the proceedings should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (72) hours prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

Pursuant to FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

City of Opa-locka CRA Board Meeting – Minutes Summary

Date: Tuesday, June 10, 2025

Location: Opa-locka CRA Chambers

Chair: Board Chair Russell

1. Roll Call & Opening

- **Present Members:** Russell (Chair), Williams (Vice Chair), Kelly, Bass, Irving, Santiago, Taylor (absent)
 - **Invocation & Pledge of Allegiance** conducted
 - **Approval of Previous Minutes:**
 - Moved by Kelly, seconded by Bass
 - Passed unanimously
 - Chair voting order clarified (Chair votes last)
-

2. Public Comments

- **No public comments** received; item closed.
-

3. Resolution – Commercial Rehab Program Grant

Subject: Approving \$100,000 for property improvements at **2190 Alibaba Avenue**

Applicant: Raymond Andrews – **Award Excellence Training Institute**

Purpose of Grant:

- Interior renovations (drywall, ceilings, plumbing, electric, framing, etc.)
- Create a facility for **skilled trades training and high school diploma programs**

About the Program:

- Offers training in: **Electrical, HVAC, Carpentry, Project Management**
- High school diploma program (not GED); accredited by **Edmentum, NCC, DOL, DOE, CareerSource**

- Targets youth (ages **15+**) and adults, including at-risk individuals
- Not yet open; awaiting **DURM inspection** and construction completion
- Plans for both day and **evening classes** to support working residents

Key Board Concerns:

- **Visual documentation missing** – Board members asked for pictures and site visits
- **Short lease (3 years)** – Risk of funding improvements on a site where the program might not remain
- **Program not open yet** – Clarified status and future plans
- **Community outreach** – Questions on how residents will learn about the program

Applicant Clarifications:

- Previously ran successful program at **Florida Memorial University** (250+ trained)
- Plans to partner with City of Opa-locka and CareerSource for **free tuition**
- Committed to helping **youth and adults with records** or challenges re-enter the workforce
- Lease has **two years remaining**, with option to renew
- CRA will structure agreement **directly with the property owner**

Motion and Amendment:

- **Concern:** What if property owner refuses to extend lease or evicts after upgrades?
- **Amendment:** Vice Mayor Kelly proposed approval **conditional on extended lease and protective language** in agreement
- **Attorney confirmed** conditions would be included in contract
- **Board voted to:**
 1. **Approve amendment** (Motion: Kelly, Second: Bass) – *Passed unanimously*
 2. **Approve original resolution (as amended)** – *Passed unanimously*

Action Items:

- Applicant to provide **flyers** to City and Clerk for distribution
 - CRA to **negotiate agreement with property owner**, including lease protections
 - CRA Director to **report back** if any significant changes arise before execution
-

4. Downtown Development Update

Presented by: Gregory Gay – Director of Planning & Community Development

New Property Acquisitions:

- Closed:
 - 391 Opa-locka Blvd
 - 879 Fisherman St
- In progress:
 - 240 Beman (New Fellowship Church) – Delayed due to **open permit issue**
- City investigating return of **State-leased property** across from CRA-owned sites

Zoning & Master Planning:

- City completed **Comprehensive Development Plan (2024)**
- Created **Historic Downtown Opa-locka District (2022)**
 - Now allows buildings up to **10 stories / 105 feet**
 - Encourages **mixed-use, residential, and commercial density**
 - Based on CRA's **Downtown Master Plan (2021)**

Zoning Boundaries (Downtown Overlay):

- From **27th Ave/Shaharazad Blvd** west to **FEC tracks**, including:
 - Historic City Hall
 - Barracks area
 - Shaharazad Blvd to Sabur, west to 37th Ave
- All within **CRA boundaries**

Other Zones:

- Mixed-use corridors (135th St, 27th Ave, 22nd Ave): **8-story height limit**

Development Implications:

- Allows **smaller parcels (~1 acre)** to support 75–150 units w/ parking
 - FAA restrictions considered; height amendment ensures compliance
 - State-owned site (~3.5–4 acres) could unlock **transformational mixed-use** potential
-

5. Board Questions – Zoning

- Clarification on **height limits** across districts
 - Some board members expressed confusion over boundaries and FAA limits
 - All confirmed that planning updates enable meaningful redevelopment in a way that balances **density and compliance**
-

Meeting Conclusion

- CRA Board commended both the grant program and zoning updates
 - Encouraged continued engagement with residents and transparency on development
-

Final Resolutions Passed:

1. **Commercial Rehab Grant (\$100,000)** for Award Excellence – **Approved** (with lease condition)
 2. CRA Director authorized to **negotiate lease protections** before executing funding agreement
-

Summary of Key Decisions:

Item	Decision
Commercial Grant	Approved with lease condition

Item	Decision
Lease Terms	Must be extended to secure investment
Planning/Zoning Update	10-story limit in Downtown Overlay
CRA Acquisitions	3 properties secured/in-progress
Next Steps	Execute grant agreement w/ protections; pursue additional property for downtown redevelopment

RESOLUTION NO. 25-

A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA), AMENDING, APPROVING AND ADOPTING AN AMENDMENT TO THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, FOR THE ALLOCATION OF CERTAIN FUNDS FOR THE ROSE TYDUS PRAYER GARDEN, AND TO REALLOCATE FUNDS FROM OTHER CONTRACTED SERVICES TO THE ROSE TYDUS PRAYER GARDEN, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID AMENDED BUDGET TO THE STATE OF FLORIDA OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-locka Community Redevelopment Agency ("OCRA") is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the Opa-locka Redevelopment Plan ("Plan"); and

WHEREAS, as a prerequisite to carrying out redevelopment activities for the fiscal year commencing October 1, 2024 and ending September 30, 2025 ("FY 2024-2025"), it is required that the Opa-locka CRA's Board approve and adopt the annual General Operating and Tax Increment Fund Budget ("Budget"), attached and incorporated as Exhibit "A"; and

WHEREAS, pursuant to Interlocal Agreements a copy of the Opa-locka CRA's budget is required to be transmitted to Miami-Dade County; and

WHEREAS, all the expenses included in the Budget are in accordance with state law, the Interlocal Agreement, and the Agency's Redevelopment Plan;

WHEREAS, the Opa-Locka CRA Board wishes to allocate of certain funds for the purchase of computer equipment, and to reallocate funds from the Rose Tydus Prayer Garden to other contracted services in the Budget attached in Exhibit "A"; and

WHEREAS, the Opa-locka CRA Board wishes to approve and adopt the amended Opa-locka CRA's Budget for FY2024-2025 as set forth in Exhibit "A".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The Board of the Opa-locka Community Redevelopment Agency hereby approves, amends and adopts the amended Opa-locka Community Redevelopment Agency's Proposed General Operating and Tax Increment Fund Budget for the Fiscal Year Commencing October 1, 2024 and Ending September 30, 2025, allocating of certain funds for the Rose Tydus Prayer Garden, and to reallocating funds from Other Contracted Services, as set forth in Exhibit "A".

SECTION 3. INSTRUCTIONS TO EXECUTIVE DIRECTOR.

The Interim Executive Director is directed to transmit a copy of said budget, as amended, to the City of Opa-locka and State of Florida oversight board.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT.

All sections or parts of sections of the applicable City of Opa-locka resolution currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Opa-locka Community Redevelopment Agency Interim Executive Director, or designee, without need of public hearing, by filing a corrected copy of same with the Opa-locka Community Redevelopment Agency Secretary.

SECTION 7. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this ___ day of _____, 2025.

Jannie Russell
OCRA Chair

ATTEST:

Jerome Senior
Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

OCRA Attorney

Moved by: _____

Seconded by: _____

VOTE: 7 - 0

Board Member Bass	(Yes) _____	(No) _____
Board Member Ervin	(Yes) _____	(No) _____
Board Member Kelley	(Yes) _____	(No) _____
Board Member Taylor	(Yes) _____	(No) _____
Board Member Santiago	(Yes) _____	(No) _____
Vice Chairwoman N. Williams	(Yes) _____	(No) _____
Chairwoman Russell	(Yes) _____	(No) _____

ACCT	Account Title	Adopted Budget	Budget Amend #1	Amended Bgt Thru BA #1	Budget Amend #2	Amended Bgt Thru BA #2	Budget Amend #3	Amended Bgt Thru BA #3	Commentary
180	REVENUES								
311110	City Tax Increment Revenue	1,774,382		1,774,382					
311120	County Tax Increment Revenue	898,252		898,252					
	Total Tax Increment Revenue	2,672,634	-	2,672,634					
383010	Fund Balance Carryover - Prior Year	4,351,846	217,545	4,569,391					Increased prior year carryover
361100	Interest Earnings	150,000		150,000					
369900	Misc. Revenue	-		-					
	(A) REVENUE TOTAL	7,174,480	217,545	7,392,025					
	Administrative Expenditures:								
515320	Accounting & Audits	50,000		50,000					
515492	Advertising & Notices	6,000		6,000					
515401	Local Travel	2,000		2,000					
515341	County Admin Fee 1.5%	13,474		13,474					
515391	Administrative Fees (City)	5,000		5,000					
515448	Occupancy (City)	1,000		1,000					
515442	Insurance (City)	10,000		10,000					
515493	General Expense	2,000		2,000					
515510	Office Supplies	3,000		3,000					
515420	Postage/FedEx/Courier	2,000		2,000					
515342	Minutes Processing	2,000		2,000					
515540	Membership Dues	3,000		3,000					
515343	State Admin Fee	225		225					
515411	Telephone	2,500		2,500					
515413	Internet	2,500		2,500					
515430	Utilities	5,000		5,000					
	(B) Subtotal Adm. Exp	109,699	-	109,699					
	Operating Expenditures:								
513470	Printing & Binding	5,000		5,000					
515400	Out of Town Travel	15,000		15,000					
515547	Conferences & Meetings	5,000		5,000					
515541	Education	5,000		5,000					
514370	Legal Services/Court Costs	85,000		85,000			21,000	106,000	Amended to cover expenses
515312	Professional Services	351,000		351,000					
515548	Home Improvement Assist	500,000	(250,000)	250,000					
515544	Commercial Grants	800,000		800,000					
515549	Mirco Business Grants	250,000	(100,000)	150,000					
515545	Home Ownership / Rental Assistance	200,000	(200,000)	-					
515646	Computer Equipment	-	-	-	12,000	12,000			
515340	Other Contracted Services	450,000	(216,000)	234,000	23,000	257,000	(23,000)	235,000	Moved to Rose Tydus
	Total Operating Expenditures	2,666,000	(766,000)	1,900,000					
	CAPITAL PROJECTS - Grants & Other								
5776001	Development Assistance	800,000	(800,000)	-					
5776005	Housing Initiatives	270,000	(270,000)	-					
	Total Cap Projects - Grants & Other	1,070,000	(1,070,000)	-					
	CAPITAL PROJECTS - Infrastructure								
541461	Capital Maintenance	2,000		2,000					
	Capital/Infrastructure	3,276,781	2,053,545	5,330,326					
	Total Cap Projects - Infrastructure	3,278,781	2,053,545	5,332,326					
	(C) Total Operating. Expense + Capital	7,124,480	217,545	7,342,025					
581950	(D) Reserve/Contingency	50,000		50,000					
	EXPENDITURE TOTAL (B+C+D)	7,174,480	217,545	7,392,025					
	YEAR-END CARRY-OVER	-	-	-					
	CAPITAL PROJECTS								
515601	Streetscapes	2,000		2,000					
515605	Green Projects	300,000	(150,000)	150,000	(12,000)	138,000	(21,000)	117,000	Moved to Legal Services
515606	Titus Butterfly Project	60,000		60,000	(23,000)	37,000	23,000	60,000	Amended to cover expenses
515607	Park Amenities	250,000	(250,000)	-					
519621	Building Purchase	2,664,781	2,453,545	5,118,326					
	Total Project Dollars:	3,276,781	2,053,545	5,330,326					

RESOLUTION NO. 25-___

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SECTION 3. INSTRUCTIONS TO EXECUTIVE DIRECTOR.

The Interim Executive Director is directed to submit a copy of said budget to the City of Opa-locka and State of Florida oversight board.

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All sections or parts of sections of the applicable City of Opa-locka resolution currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

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SECTION 7. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this _____ day of September, 2025.

Jannie Russell
OCRA Chair

ATTEST:

Jerome Senior
CRA Board Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Marlon A. Hill, Esq.
Weiss, Serota, Helfman Cole & Bierman
CRA Attorney

Moved by: _____

Member Seconded by: _____

VOTE:

Board Member:
Board Member:
Board Member:
Board Member:
Board Member:
Vice Chairperson:
Chairperson:

		As Of 6-3-25						
ACCT	Account Title	Amended Bgt Thru BA #2	Encumb	Exp	Total	FY 25 Forecast	FY 26 Budget	Commentary
180	REVENUES							
311110	City Tax Increment Revenue	1,774,382		1,774,382	1,774,382	1,774,382	1,774,382	
	Rent Revenue						70,000	
311120	County Tax Increment Revenue	898,252		898,252	898,252	898,252	1,064,152	
	Total Tax Increment Revenue	2,672,634	-	2,672,634	2,672,634	2,672,634	2,908,534	
383010	Fund Balance Carryover - Prior Year	4,569,391		4,569,391	4,569,391	5,109,066	515,034	
361100	Interest Earnings	150,000		114,240	114,240	190,000	130,000	
369900	Misc. Revenue	-		-	-	-	-	
	(A) REVENUE TOTAL	7,392,025	-	7,356,265	7,356,265	7,971,700	3,553,568	
	Administrative Expenditures:							
515320	Accounting & Audits	50,000	-	22,577	22,577	22,577	50,000	
515492	Advertising & Notices	6,000	-	-	-	-	6,000	
515401	Local Travel	2,000	-	-	-	-	2,000	
515341	County Admin Fee 1.5%	13,474	-	13,474	13,474	13,474	15,962	
515391	Administrative Fees (City)	5,000	-	-	-	-	5,000	
515448	Occupancy (City)	1,000	-	-	-	-	1,000	
515442	Insurance (City)	10,000	-	-	-	-	10,000	
515493	General Expense	2,000	-	-	-	-	2,000	
515510	Office Supplies	3,000	-	318	318	318	3,000	
515420	Postage/FedEx/Courier	2,000	-	-	-	-	2,000	
515342	Minutes Processing	2,000	-	244	244	244	500	
515540	Membership Dues	3,000	-	-	-	-	3,000	
515343	State Admin Fee	225	-	-	-	-	225	
515411	Telephone	2,500	59	351	410	410	2,500	
515413	Internet	2,500	-	-	-	-	2,500	
515430	Utilities	5,000	-	142	142	142	10,000	
	(B) Subtotal Adm. Exp	109,699	59	37,106	37,164	37,165	115,687	
	Operating Expenditures:							
513470	Printing & Binding	5,000	654	334	988	988	5,000	
515400	Out of Town Travel	15,000	-	5,196	5,196	5,196	20,000	
515547	Conferences & Meetings	5,000	-	4,500	4,500	4,500	6,000	
515541	Education	5,000	-	-	-	-	5,000	
514370	Legal Services/Court Costs	85,000	60,594	24,406	85,000	85,000	85,000	
515312	Professional Services	351,000	101,500	213,500	315,000	315,000	392,700	
515548	Home Improvement Assist	250,000	74,050	63,650	137,700	137,700	135,000	
515544	Commercial Grants	800,000	49,339	318,784	368,124	368,124	150,000	
515549	Micro Business Grants	150,000	32,307	26,531	58,838	58,838	100,000	
515545	Home Ownership / Rental Assistance (Affordable Housing 10%)	-	-	-	-	-	350,000	
	Police Agreement						120,000	
	Code Enforcement Employee						50,000	
515646	Computer Equipment	12,000	-	-	-	11,000	11,000	
515340	Other Contracted Services	234,000	36,330	75,071	111,401	111,401	279,200	
	Total Operating Expenditures	1,912,000	354,774	731,973	1,086,747	1,097,747	1,708,900	
	CAPITAL PROJECTS - Grants & Other							
	Total Cap Projects - Grants & Other	-	-	-	-	-	-	
	CAPITAL PROJECTS							
515601	Streetscapes	2,000	-	-	-	-	150,000	
515605	Green Projects	138,000	-	450	450	450	100,000	
515606	Titus Butterfly Project	60,000	3,460	32,912	36,372	36,372	-	
	Development Assistance						620,000	
5776007	Park Amenities	-	-	-	-	-	250,000	
519621	Building Purchase	5,118,326	(549)	4,850,922	4,850,374	4,850,374	450,000	
	Total Project Dollars:	5,318,326	2,911	4,884,284	4,887,196	4,887,196	1,570,000	
	CAPITAL PROJECTS - Infrastructure							
541461	Capital Maintenance	2,000	-	-	-	-	2,000	
	Capital/Infrastructure	5,318,326	2,911	4,884,284	4,887,196	4,887,196		
	Total Cap Projects - Infrastructure	5,320,326	2,911	4,884,284	4,887,196	4,887,196	2,000	
	(C) Total Operating. Expense + Capital	7,342,025	357,744	5,653,362	6,011,107	6,022,108	3,396,587	
581950	(D) Reserve/Contingency	50,000	-	-	-	-	56,981	
	EXPENDITURE TOTAL (B+C+D)	7,392,025	357,744	5,653,362	6,011,107	6,022,108	3,453,568	
	YEAR-END CARRY-OVER	-	(357,744)	1,702,903	1,345,158	1,949,592		

Vacant Land Contract

1 **1. Sale and Purchase ("Contract"):** Liberty Bell Enterprises, Inc.
 2 ("Seller") and Opa Locka Community Redevelopment Agency
 3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5 Address: 2100 Lincoln Avenue and 2105 Washington Avenue, both in Opa Locka, Florida 33054
 6 Legal Description: _____
 7 Lots 13 and 14, in Block 5, Magnolia Sub, Plat Book 40, Page 80 (Parcel 1) and Lots 15 & 16, Block 5, Magnolia
 8 Sub, Plat Book 40, Page 80 (Parcel 2)

9 _____
 10 _____
 11 SEC ___/TWP /___/ RNG ___ of Miami-Dade County, Florida. Real Property ID No.: 0821220030440/0450
 12 including all improvements existing on the Property and the following additional property: _____
 13 _____


14 **2. Purchase Price:** (U.S. currency) \$ 675,000.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16 Escrow Agent's Name: _____
 17 Escrow Agent's Contact Person: _____
 18 Escrow Agent's Address: _____
 19 Escrow Agent's Phone: _____
 20 Escrow Agent's Email: _____

- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22 accompanies offer
 23 will be delivered to Escrow Agent within 5 days (3 days if left blank)
 24 after Effective Date \$ 25,000.00
 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26 within _____ days (10 days if left blank) after Effective Date
 27 within 5 days (3 days if left blank) after expiration of Due Diligence Period \$ 25,000.00
 28 (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
 29 (d) Other: _____ \$ _____
 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31 to be paid at closing by wire transfer or other Collected funds..... \$ 625,000.00
 32 (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33 unit used to determine the purchase price is lot acre square foot other (specify): _____
 34 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 37 calculation: _____

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39 delivered to all parties on or before _____, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
 42 **has signed or initialed and delivered this offer or the final counter-offer.**

43 **4. Closing Date:** This transaction will close on see Addendum No. 1 ("Closing Date"), unless specifically
 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.

51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 (a) **Buyer** will pay cash for the Property with no financing contingency.

57 (b) This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59 Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
60 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be
63 returned.

64 (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65 or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
66 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 disclose all such information to **Seller** and Broker.

70 (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71 **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

72 _____
73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 will make the loan.

82 (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

83 _____
84 LN# _____ in the approximate amount of \$ _____ currently payable at
85 \$ _____ per month, including principal, interest, taxes and insurance, and having a
86 fixed other (describe) _____
87 interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage
88 will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89 **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90 assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
92 **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

93 **7. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
94 Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95 **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96 deed special warranty deed other (specify) _____, free of liens, easements,
97 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99 other matters to which title will be subject) _____,
100 provided there exists at closing no violation of the foregoing.

101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104 (Check one) **Seller's** **Buyer's** expense and
105 (Check one) within 5 days after Effective Date at least _____ days before Closing Date,
106 (Check one)

107 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
110 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
111 **Buyer** within 15 days after Effective Date.

112 (2) ~~an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an~~
113 ~~existing firm. However, if such an abstract is not available to Seller, then~~ a prior owner's title policy
114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will
115 include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
116 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
118 then (1) above will be the title evidence.

119 (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 15 days (10 days if left blank) but
120 no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to
121 **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller**
122 cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of
124 such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within
125 the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of
126 notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject
127 to existing defects and close the transaction without reduction in purchase price.

128 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
129 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
132 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).
133

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

134 9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
135 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
136 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

137 (a) **Inspections: (Check (1) or (2))** see Addendum No. One

138 (1) ~~Due Diligence Period:~~ **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank)
139 ~~See Addendum~~ ("Due Diligence Period") ~~after Effective Date and in Buyer's sole and absolute discretion,~~ determine
140 ~~No. One~~ whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may
141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
142 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's
143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
145 local, state, and regional growth management plans; availability of permits, government approvals, and
146 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will
147 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is
148 required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents,
149 contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the
150 purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns
151 enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**
152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any
154 person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will
155 not engage in any activity that could result in a construction lien being filed against the Property without
156 **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair
157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in
158 before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a
159 result of the Inspections.

160 Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
161 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
162 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
163 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
164 **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.


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- 165 (2) **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for **Buyer's** purposes,
 166 including being satisfied that either public sewerage and water are available to the Property or the
 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
 169 concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract
 170 is not contingent on **Buyer** conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
 185 **Buyer** waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
 188 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to
 189 **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the
 191 costs indicated below.

- 192 (a) **Seller Costs:**
 193 Taxes on deed
 194 Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 Estoppel Fee(s)
 197 Other: Lien Search and any updates thereto
- 198 (b) **Buyer Costs:**
 199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207 Other: _____
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in
 216 installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
 217 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

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222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
227 closing.

228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
239 this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
243 terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive
245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and
254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
257 this Contract, regarding any contingency will render that contingency null and void, and this Contract will
258 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by
259 an attorney or licensee (including a transactions broker) representing a party will be as effective as if
260 delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless
263 incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This
270 Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of **Seller**, **Buyer**, and Broker.

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- 273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
 274 closing or termination of this Contract.
 275 **(a) Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
 276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
 277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
 278 liable for the full amount of the brokerage fee.
 279 **(b) Buyer Default:** ~~If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,~~
 280 ~~including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the~~
 281 ~~deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,~~
 282 ~~consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**~~
 283 ~~will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in~~
 284 ~~equity to enforce **Seller's** rights under this Contract.~~
- 285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
 286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
 287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
 289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
 290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
 291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
 292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
 293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
 294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
 295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
 296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
 298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
 299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
 300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
 301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
 302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
 303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
 304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
 305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
 306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
 307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
 308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
 309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
 310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
 311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
 312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
 313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
 314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
 315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
 316 treated as a party to this Contract. This Paragraph will survive closing.
- 317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
 318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
 319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
 320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
 321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
 323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
 324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
 325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
 326 used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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327 _____
328 **Seller's** Sales Associate/License No.

NONE

Buyer's Sales Associate/License No.

329 _____
330 **Seller's** Sales Associate Email Address

NONE

Buyer's Sales Associate Email Address

331 _____
332 _____
333 **Seller's** Sales Associate Phone Number

NONE

Buyer's Sales Associate Phone Number

334 _____
335 _____
336 **Listing Brokerage**

NONE

Buyer's Brokerage

337 _____
338 _____
339 **Listing Brokerage Address**

NONE

Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 **(Check if applicable):**

- 342 A. Back-up Contract
- 343 B. Kick Out Clause
- 344 C. HOA Addendum
- 345 D. Other _____

346

347 **23. Additional Terms:** _____
348 **SEE ADDENDUM NO. ONE**

349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
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363

COUNTER-OFFER/REJECTION

- 364 Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
- 365 deliver a copy of the acceptance to Seller).
- 366 Seller rejects Buyer's offer

367 **[The remainder of this page is intentionally left blank.**
368 **This Contract continues with Line 369 on Page 8 of 8.]**

Initial


Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

369
370

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

371

ATTENTION: SELLER AND BUYER

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375
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377

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

378
379

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

380

Opa Locka Community Redevelopment Agency

381
382

Signed by:

Jason Walker

Buyer: _____ Date: _____

Print name: **Jason Walker, Interim Executive Director**

383
384

Buyer: _____ Date: _____

Print name: _____

385

Buyer's address for purpose of notice:

386

Address: *c/o Weiss Serota Helfman Cole & Bierman, P.L. Attn: David N. Tolces, Esquire / 2255 Glades Road, Suite 200E, Boca Raton, FL 33431*

387

Phone: **305-854-0800** Fax: _____ Email: **dtolces@wsh-law.com**

Liberty Bell Enterprises, Inc.

388
389

Seller: _____ Date: _____

Print name: _____

390
391

Seller: _____ Date: _____

Print name: _____

392

Seller's address for purpose of notice:

393

Address: _____

394

Phone: _____ Fax: _____ Email: _____

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Initial

JW

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

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