City of Opa-locka

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

COMMUNITY REDEVELOPMENT AGENCY
Agenda

Tuesday, December 9, 2025
6:00 PM

<u>Opa-locka CRA Board</u>
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
December 9, 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:

Approval of September Board Meeting Minutes

7. PUBLIC COMMENTS:

8. RESOLUTIONS:

1. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH GREATER MIAMI SERVICE CORPS FOR THE IMPLEMENTATION OF A NEIGHBORHOOD BEAUTIFICATOIN PROGRAM WITHIN THE OPA-LOCKA COMMUNITY REDEVELOPMENT AREA; WAIVING ANY FORMAL BIDDING REQUIREMENTS DUE TO THE URGENCY OF THE NEED FOR THE SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

2. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A DEVELOPMENT INCENTIVE ASSISTANCE AGREEMENT WITH WALTHOURS ENTERPRISE, LLC FOR THE REHABILITATION OF PROPERTY LOCATED AT 2120 ALI BABA AVENUE, OPA-LOCKA, FLORIDA, IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND DOLLARS ($35,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

3. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE EXECUTIVE DIRECTOR TO ISSUE A REQUEST FOR PROPOSALS FROM EXPERIENCED RESTAURATEURS, DEVELOPERS, OR OPERATORS TO LEASE, BUILD OUT, AND OPERATE A RESTAURANT AT THE PROPERTY LOCATED AT 14401 NW 27TH AVENUE AND TO PROVIDE FOR A SUSTAINABLE REDEVELOPMENT PLAN FOR THE PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

4. **A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTIES LOCATED AT 2105 WASHINGTON AVENUE, 2100 LINCOLN AVENUE, AND 14441 NW 27TH AVENUE, TO INCLUDE PREPARING TITLE WORK TO COMPLETE THE TRANSACTIONS; PROVIDING FOR AN EFFECTIVE DATE.**

5. **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 GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, TO REALLOCATE FUNDS FROM GREEN PROJECTS TO HOME IMPROVEMENT ASSISTANCE, 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; AND PROVIDING FOR AN EFFECTIVE DATE.**

6. **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 GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, TO REALLOCATE FUNDS FROM FUND BALANCE CARRYOVER TO BUILDING PURCHASES, 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; AND PROVIDING FOR AN EFFECTIVE DATE.**

9. FINANCIAL REPORT:

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, whish record includes the testimony and evidence upon which the appeal may be based.

City of Opa-locka CRA Board Meeting – Minutes Summary 📝

Date: Thursday, September 11, 2025
Location: Opa-locka CRA Chambers
Chair: Board Chair Russell

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1. Roll Call & Opening 🙏

- **Present Members:** Chair Russell, Vice Chair Williams, Board Members Kelly, Bass, Irving, Santiago, Taylor
- **Invocation & Pledge of Allegiance** were conducted.
- **Approval of Previous Minutes:**
  - Motion to approve by **Kelly**, seconded by **Bass**.
  - **Passed unanimously** ☑️

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2. Public Comments 💬

- No public comments were received.
- **Item closed.**

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3. FY 2025–2026 Budget Discussion 💰

A. Police Department Budget Allocation – $120,000 🚔

- Proposal to set aside **$120,000** for police-related activities within the CRA district.
- Purpose discussed included **overtime for special police operations** and **community policing initiatives**.

Board Discussion:

- **Taylor:** Suggested reallocating funds to **blight removal**, such as painting homes and supporting small property repairs.
- **Santiago:** Shared concerns about prioritizing police over **community needs**, citing a resident living **without a roof** as an example of urgent housing issues.

- **Chair Russell:** Clarified that CRA funds **must stay within CRA boundaries** by state law.
- **Vice Chair Williams & others:** Suggested alternatives like:
    - **Ring camera security programs** with police access.
    - **Improved street lighting** for safety.
    - Partnerships with agencies for **social services**.

Consensus:
Funds should focus on **community safety and technology**, not just police overtime. Director to return with revised proposals.

B. Streetscapes Program 🌳

- Proposal to fund **street cleaning crews**, garbage cans, and landscaping.

Board Concerns:

- **Williams:** Worried about **short-term impact**. Suggested focusing on **permanent improvements**, such as:
    - Sprinkler systems for maintenance.
    - Median beautification with trees, shrubs, and lighting.
- **Bass:** Recommended adding **crosswalks** for pedestrian safety.
- **Santiago:** Emphasized funding **social programs** instead of temporary fixes.

Outcome:
Staff will **redesign program** to include:

- Permanent infrastructure like irrigation and lighting.
- A long-term **beautification and maintenance strategy**.
- Consideration of **community safety enhancements**.

C. Budget Vote 🗳️

- Small numerical error noted in tax increment revenue but confirmed to **remain positive**.

- **Motion:** Approve budget **with revisions** → **Moved by Bass, seconded by Taylor**.
- **Vote:** ✅ **Passed unanimously** (Taylor, Williams, Santiago, Russell).

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4. Property Acquisition – Lincoln & Washington Avenue 🏬

Proposal:
Purchase two properties for **future redevelopment and housing**:

- **Appraisal:** $675,000 total.
- **Owner's Counteroffer:** ~$725,000 (10% above appraisal).

Key Points:

- Properties are **off-market**, making this a rare opportunity.
- Nearby **county-owned parcels** could create a **large redevelopment hub**.
- Board advised:
  - Attempt **lower counteroffer** first.
  - Bring final negotiated price **back for board approval**.

Decision:

- **Director authorized to negotiate**, but must return for final vote.

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5. Property Management & Tenant Update 📝

- **Pink Shopping Plaza:**
  - Tenants received vacate notices; legal process underway.
- **Property Management Plan:**
  - CRA will **manage properties internally**.
  - **Accountant** to be hired for accurate financial tracking and audit readiness.

Upcoming Property Actions:

1. **Restaurant Building:**
   - RFP draft due late September; vote expected in October.

2. **Historic Church Property:**
    - Exploring **event space use**.
    - Ongoing maintenance: painting, lawn care, gate repairs.
3. **Future RFPs:**
    - Two downtown redevelopment RFPs planned for late October/early November.

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6. Grants & Funding 💵

- **Williams:** Proposed hiring a **grant writer** to:
    - Fund **social programs**.
    - Reduce reliance on CRA budget.
- Board agreed to **explore this option** further.

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7. Final Board Discussion 🗣️

- **Chair Russell:** Stressed **resident engagement** and transparency as redevelopment continues.
- **Santiago:** Highlighted need for **strict legal compliance** with state CRA rules.

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8. Motions & Votes 🗳️

Item	Motion By	Second By	Result
FY 2025–2026 CRA Budget (as revised)	Bass	Taylor	✅ Passed unanimously
Authorize Director to negotiate property purchase	N/A (Consensus)	N/A	✅ Approved by consensus

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9. Action Items ✅

- **CRA Director:**
    - Redesign streetscapes program with **permanent beautification**.
    - Negotiate property purchase and return for final approval.
    - Finalize vacate notices and internal management system.
    - Research hiring **grant writer**.
- **Board Members:**
    - Coordinate with county for **resident support funding**.
    - Schedule property **site tours**.

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10. Adjournment ⏰

- **Motion to adjourn** by Williams, seconded by Santiago.
- **Adjourned at:** 7:06 PM

Summary of Key Decisions 📌

Topic	Decision
Police Funding	Refocused on **technology and safety improvements** (lighting, cameras) vs. overtime.
Streetscapes	Program to be **redesigned** for permanent enhancements.
Property Acquisition	Director to **negotiate**, final price must be approved by board.
Property Management	CRA to manage internally; hire accountant for audits.
Grant Writing	Explore hiring a **grant writer** for supplemental funding.

RESOLUTION NO. 25-__________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH GREATER MIAMI SERVICE CORPS FOR THE IMPLEMENTATION OF A NEIGHBORHOOD BEAUTIFICATOIN PROGRAM WITHIN THE OPA-LOCKA COMMUNITY REDEVELOPMENT AREA; WAIVING ANY FORMAL BIDDING REQUIREMENTS DUE TO THE URGENCY OF THE NEED FOR THE SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-Locka CRA ("OCRA") is a public agency formed under Florida Statutes Chapter 163, Part III, and is responsible for carrying out community redevelopment activities and projects within the Opa-Locka CRA Redevelopment Area; and

WHEREAS, the purpose of the OCRA is to eliminate blight, encourage economic development, and enhance the quality of life for residents and businesses in the redevelopment area; and

WHEREAS, the OCRA's strategic goals include increasing business activity, improving the built environment, supporting local entrepreneurs, and activating underutilized properties; and

WHEREAS, the OCRA desires to enter into an Agreement, which is attached hereto as Exhibit "A," with Greater Miami Service Corps ("GMSC") for neighborhood beautification services to be provided by GMSC within the OCRA Community Redevelopment Area; and

WHEREAS, the OCRA Board further finds that due to the urgency of the need for the services to be provided by GMSC, it in the public interest to waive any bidding requirements, and to enter into the attached Agreement with GMSC; and

WHEREAS, the OCRA Board finds that this Resolution and the attached Agreement are consistent with the provisions of Chapter 163, the OCRA Redevelopment Plan, and serve both a municipal and public purpose.

NOW THEREFORE BE IT RESOLVED BY THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

Section 2. AUTHORIZATION
The Board of the Opa-locka Community Redevelopment Agency hereby authorizes the Executive Director to enter into the Agreement with Greater Miami Service Corps, which is attached hereto as Exhibit "A," and incorporated herein by reference, for neighborhood beautification services.

S**ection** 3. EFFECTIVE DATE
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2025.

____
Jannie Russell, OCRA Chair

Attest to: Approved as to form and legal sufficiency:

____
Jerome Senior
OCRA Clerk

____
Weiss Serota Helfman Cole & Bierman, P.L.

Moved by: ____________________________

Seconded by: _________________________

VOTE:

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) ____________

Opa-Locka
Community Redevelopment Agency
Request for Proposals (RFP)

Opa-Locka CRA
Opa-Locka City Hall Municipal Complex
780 Fisherman St, 4th Floor
Opa-Locka, Florida 33054
Web Site Address: https://www.opalockafl.gov/288/Community-Redevelopment-Agency

RFP Number:	**2025-01**
Title:	**Lease of CRA-owned Restaurant Property, Folio # 08-2122-002-0160**
Issue Date/Time:	**05-JAN-26**
RFP Closing Date/Time:	**05-MAR-26 @ 15:00:00**
Pre-Bid/Pre-Proposal Conference:	**Optional**
Pre-Bid/Pre-Proposal Date/Time:	**Wednesday, March __, 2026 at 9:00 AM**
Pre-Bid/Pre-Proposal Location:	**Commission Chambers 780 Fisherman Street, Opa-Locka, FL 33054**
Deadline for Request for Clarification:	**Friday, March __, 2026 at 5:00 PM**
Contracting Officer:	**Jason Walker, Director OCRA**
Hard Copy Submittal Location:	**Opa-Locka CRA 780 Fisherman Street, 4th Floor Opa-Locka, FL 33054**
Contracting Officer E-Mail Address:	**jwalker@opalockafl.gov**
Contracting Officer Facsimile:	**(305)-**

Certification Statement

We (I) certify that we have read and understand the terms, conditions, and requirements of this Request for Proposals (RFP), including all forms and attachments, and that the information provided in this proposal is true and complete to the best of our knowledge.

We (I) acknowledge that this proposal is being submitted for the opportunity to lease and redevelop CRA-owned property at 14401 NW 27th Avenue, Opa-Locka, FL 33054, for use as a restaurant. We (I) understand that the CRA reserves the right to accept or reject any or all proposals, to waive any technicalities or informalities, and to negotiate final lease terms with the selected proposer.

We (I) certify that neither the submitting entity nor any of its principal owners, officers, or personnel have been convicted of any of the violations, or debarred or suspended.

All exceptions to this submission, if any, have been clearly documented in the space provided below (referencing the relevant paragraph and section number):

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: ____

ADDRESS: ____

PHONE: ______________________________FAX: _____________________________

EMAIL: ______________________________CELL(Optional): ____________________

SIGNED BY: ____

TITLE: ______________________________DATE: ____________________________

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Certifications

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Opa-Locka, Miami-Dade County, or Other Location in Florida:

Local Business Tax Receipt / Occupational License Number:

Local Business Tax Receipt / Occupational License Issuing Agency:

Local Business Tax Receipt / Occupational License Expiration Date:

Will Subcontractor(s) be used? (Yes or No)

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/18). If no addendum/addenda was/were issued, please insert N/A.

Has Proposer reviewed the attached Sample Lease Agreement?

Acknowledge that if awarded, Proposer will be required to execute the Lease Agreement in substantially the attached form.

Table of Contents

Terms and Conditions

1. Introduction to Request for Proposals

1.1. INVITATION

Thank you for your interest in this Request for Proposals ("RFP"). The Opa-Locka Community Redevelopment Agency ("CRA" or "OPA-LOCKA CRA") invites proposals from experienced restaurateurs, developers, or operators to lease, build out, and operate a restaurant at CRA-owned property located at 14401 NW 27th Avenue, Opa-Locka, Florida 33054. The building was formerly operated as a Chinese restaurant and is now a gutted shell with new windows. To support the successful redevelopment of the property, the CRA will provide a $100,000 grant toward the interior buildout of the space. The CRA seeks a compelling and sustainable restaurant concept that will activate the site, enhance the corridor, and contribute to the economic vitality of the CRA district. Prospective respondents are advised to read this RFP carefully prior to submitting a proposal.

1.2. BACKGROUND

The Opa-Locka CRA is a public agency formed under Florida Statutes Chapter 163, Part III, and is responsible for carrying out community redevelopment activities and projects within the Opa-Locka CRA Redevelopment Area. The purpose of the CRA is to eliminate blight, encourage economic development, and enhance the quality of life for residents and businesses in the redevelopment area. The CRA's strategic goals include increasing business activity, improving the built environment, supporting local entrepreneurs, and activating underutilized properties. The subject property, formerly operated as a Chinese restaurant, offers a valuable opportunity to attract new dining options, stimulate local investment, and provide job opportunities in the heart of Opa-Locka.

1.3. DESCRIPTION OF PROPERTIES

The real property located at 14401 NW 27th Avenue, Opa-Locka, Florida 33054 is a CRA-owned parcel situated along one of the city's primary commercial corridors. The property was previously operated as a Chinese restaurant but is now a vacant, gutted commercial building with newly installed windows. The building is being offered strictly "AS IS, WITH ALL FAULTS", and all utilities and interior buildout will be the responsibility of the selected proposer. The site is zoned for commercial use, including restaurant operations, and is located within the boundaries of the Opa-Locka CRA Redevelopment Area. The property presents a unique opportunity to activate a prominent location within the CRA district and contribute to the revitalization of NW 27th Avenue through a high-quality restaurant use.

Detailed Property Descriptions:

Folio: 08-2122-002-0160

Address: 14401 NW 27th Ave, Opa-Locka, FL 33054

Primary Zone: 6600 Commercial - Liberal

Primary Land Use: 2111 Restaurant or Cafeteria: Retail Outlet

Actual Area: 1,675 Sq.Ft

Total Lot Size: 9,140 Sq.Ft

"AS-IS": The Property is offered in its "AS IS, WITH ALL FAULTS" condition.

2. General Conditions

2.1. SUBMISSION OF RESPONSES

Sealed written Responses must be received no later than the date, time, and at the location indicated in the Public Notice and on the cover of the RFP in order to be responsive. Faxed documents are not acceptable. Proposer(s) shall submit one (1) printed original, and one (1) copy submitted electronically on a USB storage device.

2.2. SUBMITTAL INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFP. Proposer(s) are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.**

2.3. AWARD OF AGREEMENT

The CRA reserves the right to negotiate a Lease Agreement ("Agreement") for the redevelopment and operation of a restaurant with the Successful Proposer for the property identified above, subject to approval by the CRA Board of Directors and based upon the qualification requirements outlined in this RFP. The CRA reserves the right to execute or not execute any Agreement with the Successful Proposer, at its sole discretion, when it is determined to be in the CRA's best interests. Certain provisions of the Agreement including but not limited to Indemnity, Hold Harmless, Duty to Defend, Insurance Requirements, Applicability of Florida Law, Venue in Miami-Dade County, Attorney's Fees, Conflicts of Interest, Government-in-the-Sunshine Law, and Public Records compliance— are mandatory and non-negotiable as they are established by CRA policy and applicable law. Proposers are hereby notified that, to secure the CRA's interests, the execution of a lease agreement and, where applicable, additional documentation such as a restrictive covenant may be required.

2.4. CURING OF PROPOSALS

Proposals submitted with material irregularities, deficiencies, or deviations from the minimum qualifications and submission requirements of this RFP shall be deemed non-responsive and will not be considered for evaluation. Non-responsive proposals will be disqualified from the selection process. At its sole discretion, the Opa-Locka CRA may permit proposers to cure minor informalities, technicalities, or non-material deficiencies, provided such corrections do not give the proposer an unfair advantage or compromise the integrity of the procurement process. However, material irregularities, omissions, or deficiencies may not be cured by the proposer and shall not be waived by the CRA. Notwithstanding the foregoing, the CRA reserves the right to waive non-material defects or informalities in any proposal when it determines that doing so is in the best interest of the CRA.

2.5. PRE-PROPOSAL CONFERENCE

An optional Pre-Proposal Conference will be held on ____________, 2025 at _______AM/PM, at the City of Opa-Locka Commission Chambers, located at 780 Fisherman Street, Opa-Locka, FL 33054. The purpose of this conference is to provide potential proposers with an overview of the opportunity, clarify submission requirements, and address general questions. Attendance is encouraged but not mandatory. Any questions raised during the conference that affect the scope of the RFP will be addressed in a written addendum issued by the CRA and distributed to all known recipients of the solicitation.

2.6. SITE VISIT

A separate, in-person site visit to the property located at 14401 NW 27th Avenue, Opa-Locka, FL 33054 may be scheduled by any prospective proposer. Site visits are available by appointment only and must be requested with a minimum of 48 hours' notice. Appointments may be made by contacting CRA Director Jason Walker at jwalker@opalockafl.gov. Proposers are strongly encouraged to visit the site prior to submitting a proposal, as no additional accommodations will be made after the submission deadline.

2.7. ADDITIONAL INFORMATION OR CLARIFICATION

Any questions or requests for clarification concerning this solicitation shall be submitted in writing only via email to:
Jason Walker, Director, Opa-Locka CRA
Email: jwalker@opalockafl.gov

The subject line of the email must include the RFP title and number. All questions must be received no later than ______________2025 at ____AM/PM. Questions received after this deadline will not be considered. All responses to inquiries and any changes to the RFP will be issued in the form of a written addendum and sent to all known prospective proposers. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.8. CHANGES, ALTERATIONS, OR WITHDRAWALS

Once submitted, proposals may not be altered, amended, or supplemented in any way. All submissions must be final and complete at the time of the proposal deadline. Oral or verbal modifications, clarifications, or changes will not be accepted or considered. However, a proposer may withdraw their proposal at any time prior to the submission deadline by submitting a written notice of withdrawal to the CRA. Withdrawals submitted after the deadline will not be accepted. Proposals may not be assigned or transferred to another individual or entity under any circumstances.

2.9. SUBCONSULTANTS AND SUBLEASING

Proposers are not expected to engage consultants or subconsultants for the purposes of responding to this RFP. However, the selected operator may hire licensed contractors, subcontractors, and service providers as needed to complete the interior buildout of the restaurant and operate the business. All contractors and subcontractors proposed for the buildout must be licensed, insured, and approved in writing by the CRA prior to commencement of any work. The CRA reserves the right to review qualifications, licenses, and experience, and may reject any proposed contractor or subcontractor deemed unsuitable. **Subleasing of the premises is strictly prohibited.** The successful proposer shall not sublease, assign, or otherwise transfer any portion or interest in the leased property without the prior written consent of the CRA. Any unauthorized sublease or assignment shall constitute a material breach of the lease agreement and may result in immediate termination of the lease.

2.10. USE OF CRA GRANT FUNDS

The selected proposer shall be eligible to receive a one-time grant of up to $100,000 from the Opa-Locka Community Redevelopment Agency (CRA) to assist with the interior buildout of the leased restaurant space. These funds are intended to support capital improvements necessary to make the premises functional and code-compliant for restaurant operations. Disbursement of grant funds will be contingent upon execution of a grant agreement with the CRA, approval of licensed contractors and proposed scope of work, and submission of required permits, plans, and supporting cost documentation. Funds may be disbursed on a reimbursement or draw basis, at the discretion of the CRA, following verification of completed eligible work. The CRA reserves the right to inspect the premises, request additional documentation, and withhold or rescind grant funds if the proposer fails to comply with the lease or grant agreement.

2.11. LEASE TERM AND BASE EXPECTATIONS

The lease agreement resulting from this RFP shall include key business terms negotiated between the CRA and the selected proposer. It is anticipated that the CRA will offer a multi-year lease, with an initial term and renewal options based on performance and compliance. The lease may include a combination of base rent and percentage rent, subject to negotiation. The selected proposer will be responsible for all operating expenses related to the property, including utilities, insurance, maintenance, and applicable taxes. The CRA will retain ownership of the property and reserves the right to include lease provisions to ensure public benefit, ongoing use as a restaurant, and performance milestones related to the buildout and commencement of operations.

2.12. INSURANCE REQUIREMENTS

The selected proposer shall be required to maintain insurance coverage during the term of the lease and throughout the buildout and operation of the restaurant. Prior to lease execution and commencement of any construction activity, the proposer shall submit proof of the following minimum insurance coverages:

- **Commercial General Liability Insurance** with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate.
- **Workers' Compensation Insurance** as required by Florida law for all employees, and Employer's Liability Insurance with minimum limits of $500,000.
- **Commercial Property Insurance** covering the proposer's personal property, equipment, and any leasehold improvements, including improvements made with CRA grant funds.
- **Builder's Risk Insurance** during the buildout period, if required by the CRA.

All liability insurance policies shall name the Opa-Locka Community Redevelopment Agency as an Additional Insured**.** All insurance policies must be issued by companies authorized to do business in the State of Florida with a rating of A- or better by A.M. Best. The CRA reserves the right to request updated certificates of insurance throughout the lease term and to require higher coverage limits where warranted by project scale or activity.

Commented [IV1]: Added this too. Are these insurance types and amounts ok? Please check in with your insurance rep.

Commented [JW2R1]: Looks like its ok. Will check to see if we need more.

2.13. DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP should be immediately reported in writing to the CRA. Should it be necessary, the CRA will issue an addendum clarifying such conflicts or ambiguities.

2.14. DISQUALIFICATION

The CRA reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s).

Any response submitted by a Proposer(s) who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the CRA (including any agency or department of the City of Opa-Locka) or where the CRA has an open claim against a Proposer(s) for monies owed the CRA at the time of Proposal submission, will be disqualified and shall not be considered for award.

Any Proposer(s) who submits in its Response any information that is determined by the CRA, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

2.15. ACCEPTANCE/REJECTION

The CRA reserves the right to accept or reject any or all Responses or to select the Proposer(s) that, in the opinion of the CRA, is/are in its best interest(s). The CRA also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the CRA, and who is not in a position to perform the requirements defined in this RFP. Further, the CRA may waive

informalities, technicalities, minor irregularities, and/ or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and or re-advertise the RFP.

2.16. PROPOSER(S) EXPENDITURES

The Proposer(s) understand and agree that any expenditures they make in preparation and submittal of responses or in the performance of any services requested by the CRA in connection with the responses to this RFP are exclusively at the expense of the Proposer(s). The CRA shall not pay or reimburse any expenditure or any other expense incurred by any Proposer(s) in preparation of a Response and/or anticipation of a contract award and/or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

2.17. LEGAL REQUIREMENTS

This RFP and any resulting lease agreement are subject to all applicable Federal, State, County, and City laws, codes, ordinances, and regulations that govern commercial leasing, restaurant operations, building construction, and public agency procedures. It is the sole responsibility of each Proposer to be informed of and comply with all legal requirements relevant to the lease, buildout, and operation of a restaurant at the subject property. Lack of knowledge or misunderstanding of applicable laws shall not relieve the Proposer of its obligations or excuse noncompliance. All required licenses, permits, inspections, and approvals shall be obtained and maintained by the successful Proposer at their sole cost. Failure to comply with applicable legal requirements may result in disqualification, termination of the lease, or other remedies available to the CRA.

2.18. CONTRACTOR REQUIREMENTS

The selected proposer shall be responsible for hiring licensed, insured, and CRA-approved contractors and subcontractors to complete the interior buildout of the restaurant. All construction must comply with applicable building codes, permitting requirements, and local regulations. The Opa-Locka CRA encourages the use of local contractors, subcontractors, and vendors based in Opa-Locka and greater Miami-Dade County. While not mandatory, proposals that include meaningful local business participation and workforce opportunities may be viewed more favorably during evaluation. The CRA reserves the right to review and approve all contractors and subcontractors prior to commencement of any construction work. All contractors must maintain appropriate insurance coverage and demonstrate relevant experience for the work proposed.

A. Responsible Wages and Benefits

Any construction work performed as part of the interior buildout of the leased premises shall comply with all applicable local, state, and federal labor laws, including wage and benefit requirements. If the total cost of the buildout meets the thresholds set by Miami-Dade County's Responsible Wages and Benefits Ordinance, the selected contractor and any subcontractors shall be required to pay workers the applicable Responsible Wages and Benefits as published by the Miami-Dade County Small Business Development Division. It is the responsibility of the selected restaurant operator and their contractor(s) to determine whether the ordinance applies and to ensure compliance if required. The most recent wage schedule is available at:
https://www.miamidade.gov/smallbusiness/responsible-wages.asp
Failure to comply with applicable wage laws may result in penalties, loss of CRA approval, or other enforcement action as permitted by law.

2.19. PUBLIC RECORDS

Proposer(s) understand that the public shall have access, at all reasonable times, to all documents and information pertaining to CRA contracts, subject to the provisions of Chapter 119, Florida Statues, and agrees to allow access by the CRA and the public to all documents subject to disclosure under applicable law.

2.20. CONE OF SILENCE

Pursuant to applicable ethical standards and procurement procedures, a "Cone of Silence" shall be imposed upon this RFP after its advertisement and shall remain in effect until the CRA Director issues a written recommendation to the Opa-Locka CRA Board of Directors. During this period, certain communications are restricted to ensure a fair and transparent competitive process. The Cone of Silence prohibits any communication regarding this RFP between, among others: potential vendors, service providers, bidders, lobbyists, or consultants and the CRA's professional staff, including but not limited to the CRA Director and CRA staff, members of the CRA Board of Directors; or members of any selection or evaluation committee, or any City of Opa-Locka Staff, or Officials including the Mayor and all City Commissioners.

This prohibition does not apply to:

- Oral communications strictly limited to procedural matters with CRA staff;
- Communications at duly noticed site visits, pre-proposal conferences, evaluation committee meetings, public negotiations, or public presentations made to the CRA Board;
- Written communications submitted directly to Jason Walker, CRA Director, at jwalker@opalockafl.gov, unless specifically prohibited by this RFP;
- Communications initiated by the CRA to collect industry input or conduct market research.

All written communications related to this RFP must be copied to the Clerk of the CRA Jerome Senior at jsenior@opalockafl.gov, and such communications will be made available to the public upon request.

Violations of the Cone of Silence may render a proposer ineligible for award and subject to additional penalties under applicable law. Any person with knowledge of a violation should report it to the State Attorney's Office or the Miami-Dade Commission on Ethics and Public Trust.

2.21. RESPONSIVE/RESPONSIBLE PROPOSERS

In this section, the term "CRA" refers to the **Opa-Locka Community Redevelopment Agency** and any agency, board, or instrumentality of the City of Opa-Locka responsible for evaluating or administering this RFP.

The Opa-Locka CRA shall have sole discretion to determine whether a proposal is responsive (i.e., compliant with the requirements of this RFP) and whether a proposer is responsible (i.e., capable of successfully performing under the resulting lease agreement). In making this determination, the CRA may consider all relevant facts and circumstances, including but not limited to:

Whether the proposer or any of its principals or affiliates:

- Is in arrears to the City of Opa-Locka or CRA for any debt or obligation;
- Has failed to perform under any agreement with the City, CRA, or any other governmental agency within the past ten (10) years;
- Is currently in default under any government agreement;
- Has been assessed fines, penalties, or legal judgments by any governmental agency;
- Is involved in, or has unresolved, significant litigation or administrative proceedings with the City, CRA, or another public entity;
- Has filed and lost frivolous lawsuits, as defined by Florida Statutes Section 57.105;
- Has a history of bankruptcies, foreclosures, or similar financial distress events within the past seven (7) years involving a business they controlled;
- Has been found liable for environmental violations or failed to disclose involvement in related legal proceedings;
- Has been debarred or suspended by any governmental entity or listed on the convicted vendor list under Florida Statutes Section 287.133;
- Has knowingly omitted or misrepresented material facts in its proposal.

The CRA may disqualify a proposer at any stage of the procurement process based on any of the above factors or other evidence indicating that the proposer lacks the integrity, financial capacity, experience, or legal compliance necessary to fulfill the requirements of the RFP.

If a proposer or its principal(s) has been found by a court or regulatory agency to have caused financial or legal harm to the City or CRA and fails to satisfy the judgment or penalty within thirty (30) days of written notice (after exhaustion of legal remedies), the CRA may terminate any agreement awarded under this RFP. In such event, the CRA shall retain all rights to any improvements made to the property, without obligation to the proposer.

2.22. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

(a) Right to Protest

The procedures below shall apply to the resolution of protested solicitations and awards, except for purchases of goods, services, equipment, or supplies valued at $25,000 or less.

(1) Protest of Solicitation

a. Any prospective proposer who believes it is aggrieved in connection with the solicitation may file a written Notice of Intent to Protest with the CRA Director, Jason Walker, within three (3) business days of the date the RFP or solicitation is issued.

b. A Notice of Intent to Protest must reference the RFP number and title and is considered filed when received by the CRA Director.

(2) Protest of Award

a. Any proposer who believes it is aggrieved in connection with the CRA Director's recommendation of award

may file a Notice of Intent to Protest within two (2) business days after receiving written notification of the award recommendation.

b. Similarly, any proposer deemed non-responsive or non-responsible may file a Notice of Intent to Protest within two (2) business days of receiving such determination.

c. A formal written protest must be submitted within five (5) business days after filing the Notice of Intent to Protest. It must state with specificity the facts and legal grounds supporting the protest and include all relevant documentation and a required filing fee (see subsection f). No grounds or evidence not submitted with the protest will be considered.

No additional time shall be allowed for mail delivery. When calculating time periods, the day of the triggering event is excluded, and the final day is included unless it falls on a weekend or legal holiday, in which case it is extended to the next business day.

(b) Authority to Resolve Protests; Hearing Officer(s)

The CRA Director shall appoint a qualified Hearing Officer, approved by the CRA Board of Directors, within five (5) working days of receiving a valid protest. The Hearing Officer shall have the authority to conduct a hearing, review the protest, and issue a final written determination.

(1) Hearing Officer Qualifications

The Hearing Officer may be a licensed attorney in good standing with the Florida Bar for at least ten (10) years, preferably with prior judicial or quasi-judicial experience. Appointments may be made from an approved list or via legal service agreements, if necessary.

(2) Request for Hearing

The protesting party must request a hearing as part of its formal protest. Failure to do so will result in administrative dismissal.

(3) Scheduling and Notice

The CRA shall schedule a hearing within 30 days of receiving the protest. Notice of the time, date, and location shall be sent via certified mail to all parties, including any recommended awardee who may intervene in the proceeding.

(4) Hearing Procedure

a. All parties shall have the right to legal representation, to present and examine evidence, and to cross-examine witnesses.

b. Evidence that a reasonable person would rely upon may be admitted. Irrelevant or repetitive testimony may be excluded.

c. Time limits: Protestor – 2 hours; CRA – 2 hours; Intervenor (if any) – 2 hours. The hearing shall not exceed one business day.

d. The Hearing Officer shall determine whether procedural due process was observed, whether applicable law was followed, and whether the decision was arbitrary, capricious, or unsupported by substantial evidence.

e. A written Final Order shall be issued within ten (10) days of the hearing, with findings of fact and conclusions of law. Copies shall be provided to the CRA Director, City Attorney, protestor, and any intervenors.

(5) Finality and Appeal

The Hearing Officer's decision shall be final within the administrative process. Any appeal must be filed in accordance with the Florida Rules of Appellate Procedure.

(c) Compliance with Filing Requirements

Failure to timely file the Notice of Intent to Protest, the formal protest, or the required filing fee shall constitute a complete waiver of the right to protest. A party failing to comply with these requirements shall not be entitled to judicial relief unless this administrative process has been fully exhausted.

(d) Stay of Procurement During Protest

Upon receipt of a timely protest, the CRA shall halt further action on the solicitation or award unless the CRA Director issues a written determination that continuing is necessary to prevent an immediate and serious threat to public health, safety, or welfare.

(e) Costs

All costs incurred in connection with a protest shall be borne by the protesting party.

(f) Filing Fee

Each written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the Opa-Locka CRA in an amount equal to one percent (1%) of the value of the proposal or $5,000, whichever is less. If the protest is upheld, the fee will be refunded (minus any assessed costs). If denied, the fee is forfeited to cover administrative expenses.

3. RFP General Conditions

3.1. SUBMITTAL FORMAT

The goal of this RFP is to select a qualified proposer to lease, build out, and operate a restaurant at the CRA-owned property in a manner that aligns with the goals of the local community and the Opa-Locka CRA. All proposals must align with the goals and objectives outlined in the **Opa-locka Community Redevelopment Plan (2011)**, which serves as the guiding framework for revitalization efforts within the CRA district. In addition, proposals must comply with applicable zoning regulations, land use policies, and design standards established in the **Opa-locka CRA Downtown Masterplan (2021)**, which governs development within the downtown area and adjacent corridors.

The **Community Redevelopment Plan (2011)** is available at:
https://www.opalockafl.gov/DocumentCenter/View/407/Opa-locka-CRA-plan?bidId=
The **CRA Downtown Masterplan (2021)** is available at:
https://www.opalockafl.gov/DocumentCenter/View/3308/Opa-locka-CRA-Downtown-Masterplan-2021

Proposals should present a comprehensive, realistic, and well-articulated plan for the activation and operation of the restaurant, supported by documentation that demonstrates the proposer's qualifications, business concept, financial capacity, and commitment to community benefit. The following documentation shall be required and organized in the sequence shown below:

1. **Cover Page:**
   Include the Proposer's name, address, telephone number, email, primary contact person, and the RFP title and number.
2. **Table of Contents:**
   Clearly identify the sections of the proposal and corresponding page numbers.
3. **Qualifications and Experience:**
   Provide a narrative summary of the Proposer's experience operating restaurants or similar businesses, including key personnel bios, prior business ventures, and an organizational chart. Include information on any previous partnerships with public agencies or community development projects.
4. **Proposed Restaurant Concept and Community Benefits:**
   Include a detailed description of the proposed restaurant, including:
   - Type of cuisine and service model (e.g., dine-in, takeout)
   - Preliminary sample menu and price points
   - Target audience and hours of operation
   - Concept renderings or visual branding (if available)
     Describe how the proposed concept contributes to revitalizing the corridor and supporting local economic development, including any commitment to local hiring or community partnerships.
5. **Buildout and Implementation Plan**:
   Provide a narrative description of the proposed buildout, including anticipated scope of work, timeline, key milestones, and strategy for obtaining permits and approvals. Include anticipated start date and completion date.
6. **Financial Information and Lease Proposal:**
   - Preliminary budget for interior buildout (include use of CRA's $100,000 grant)
   - Statement of financial capacity to execute the project
   - Any proposed lease terms (e.g., base rent, percentage rent, lease duration)
7. **References:**
   Provide at least **three (3) references**, including one from a financial institution and two from individuals or entities familiar with the Proposer's past business performance.
8. **Required Forms and Certifications**:

Submit all signed certifications and forms required in this RFP, including:
- Non-Collusion Affidavit
- Debarment and Suspension Certification
- Certification of Taxes Paid
- Addenda Acknowledgment Form (if applicable)
- Conflict of Interest Disclosure

The Opa-Locka CRA may request proposers to submit revised, updated, or a more detailed financing plan as deemed helpful or relevant, in the sole discretion of the Opa-Locka CRA, in evaluating the Proposer or any aspect of its proposal.

Failure to provide all required information in the prescribed format may result in a determination of non-responsiveness.

4. Evaluation/Selection Process

4.1. EVALUATION/SELECTION PROCESS

The procedure for evaluating responses and selecting a qualified proposer to lease, build out, and operate a restaurant at the subject property shall be as follows:

1. **Receipt of Proposals**
   All timely received proposals will be recorded by the Opa-Locka CRA.
2. **Opening and Listing of Proposals**
   The CRA will log and document all submissions received prior to the deadline.
3. **Preliminary Review by CRA Staff**
   Opa-Locka CRA staff will conduct a preliminary review to verify that each submission meets the mandatory requirements of this RFP, including inclusion of all required forms and documents.
4. **Review of Qualifications**
   CRA staff and/or a designated Selection Committee will review each proposer's qualifications, experience, and compliance with submittal requirements.
5. **Evaluation by Selection Committee**
   A Selection Committee appointed by the Opa-Locka CRA Executive Director will convene to evaluate all responsive proposals based on the evaluation criteria outlined in this RFP. The Committee will rank proposers from most qualified to least qualified. At its discretion, the Committee may invite all proposers or a shortlist (e.g., top three) to participate in presentations and/or interviews.
6. **Recommendation to Executive Director**
   The Selection Committee will submit its recommendation in rank order to the CRA Executive Director.
7. **Public Presentation and Recommendation to Board**
   At a publicly noticed meeting, the CRA Executive Director will present the Selection Committee's rankings to the Opa-Locka CRA Board of Directors, and may request authorization to enter into lease negotiations with the top-ranked proposer.
8. **Lease Negotiations**
   Upon Board authorization, the CRA Executive Director will negotiate a lease agreement with the top-ranked proposer. The negotiated lease will incorporate material elements of the accepted proposal, including the business concept, buildout plan, and community benefit commitments.
9. **Award and Execution of Lease Agreement**
   Upon successful completion of negotiations, the CRA Executive Director will return to the CRA Board of Directors at a publicly noticed meeting to recommend approval of the lease agreement and award of the project. The CRA Board shall have final decision-making authority.

All actions taken by the Opa-Locka CRA Board of Directors shall comply with the provisions of **Section 286.011, Florida Statutes**, also known as the Florida Sunshine Law. All deliberations and approvals shall be conducted at publicly noticed meetings.

The CRA will evaluate proposals based on the proposer's qualifications, financial capacity, feasibility and appeal of the restaurant concept, compatibility with the surrounding area, and commitment to delivering a project that advances the goals of the CRA. References will be independently verified and considered as part of the evaluation.

Evaluation Criteria	Point Value
Qualifications & Experience	20
Public Benefits	10
Proposed Concept and Analysis	30
Financing Plan	30
References	10
TOTAL POINTS	**100**

RESOLUTION NO. 25-_________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A DEVELOPMENT INCENTIVE ASSISTANCE AGREEMENT WITH WALTHOURS ENTERPRISE, LLC FOR THE REHABILITATION OF PROPERTY LOCATED AT 2120 ALI BABA AVENUE, OPA-LOCKA, FLORIDA, IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND DOLLARS ($35,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-Locka CRA ("OCRA") is a public agency formed under Florida Statutes Chapter 163, Part III, and is responsible for carrying out community redevelopment activities and projects within the Opa-Locka CRA Redevelopment Area; and

WHEREAS, the purpose of the OCRA is to eliminate blight, encourage economic development, and enhance the quality of life for residents and businesses in the redevelopment area; and

WHEREAS, the OCRA's strategic goals include increasing business activity, improving the built environment, supporting local entrepreneurs, and activating underutilized properties; and

WHEREAS, the OCRA desires to enter into the Development Incentive Assistance Agreement (the "Agreement"), which is attached hereto as Exhibit "A," with Walthours Enterprise, LLC ("Owner") for the partial funding of costs associated with the property located at 2120 Ali Baba Avenue, Opa-Locka, Florida, (the "Property") which was severely damaged by fire; and

WHEREAS, the OCRA Board further finds that due to the urgency of the need for rehabilitation of the Property, that the OCRA desires to provide a not to exceed amount of Thirty Five Thousand and 00/100 Dollars ($35,000.00) to the Owner as reimbursement for the costs to be incurred by the Owner for the work needed to rehabilitate the Property; and

WHEREAS, the OCRA Board finds that this Resolution and the attached Agreement are consistent with the provisions of Chapter 163, the OCRA Redevelopment Plan, and serve both a municipal and public purpose.

NOW THEREFORE BE IT RESOLVED BY THE OPA-LOCKA COMMUNITY

REDEVELOPMENT AGENCY:

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

Section 2. AUTHORIZATION
The Board of the Opa-locka Community Redevelopment Agency hereby authorizes the Executive Director to enter into the Development Incentive Assistance Agreement with Walthours Enterprise, LLC, which is attached hereto as Exhibit "A," and incorporated herein by reference, for neighborhood beautification services.

Section 3. EFFECTIVE DATE
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2025.

____
Jannie Russell, OCRA Chair

Attest to: Approved as to form and legal sufficiency:

____

Jerome Senior
OCRA Clerk

____

Weiss Serota Helfman Cole & Bierman, P.L.

Moved by: ______________________________

Seconded by: ___________________________

VOTE:

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) ____________

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
DEVELOPMENT INCENTIVE ASSISTANCE AGREEMENT

THIS **DEVELOPMENT INCENTIVE ASSISTANCE AGREEMENT** (the "Agreement") is made and entered into this ______ day of ______________, 2025, by and between the **OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY,** a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, located at 780 Fisherman Street, 4th Floor, Opa-Locka, FL 33054, hereinafter referred to as "Agency", and **WALTHOURS ENTERPRISE, LLC**, a Florida limited liability company, with a business address of 3310 Roosevelt Street, Hollywood, FL 33021, hereinafter referred to as "Developer."

W I T N E S S E T H:

WHEREAS, the Opa-Locka Community Redevelopment Plan, among other goals, recognized the need for additional incentives to encourage developer participation within the Opa-Locka Community Redevelopment Area; and

WHEREAS, the Developer owns property located at 2120 Ali Baba Avenue, Opa-Locka, FL 33054 (the "Property"); and

WHEREAS, recently a fire occurred on the Property and severely damaged the structure located on the Property; and

WHEREAS the Agency desires to assist the Developer by providing funding to pay for a portion of the costs associated with stabilizing the structure that is located on the Property in a manner consistent with the proposed work as more fully detailed in Exhibit "A," which is attached hereto and incorporated herein by reference; and

WHEREAS, the Agency will contribute funds in the amount not to exceed Thirty Five Thousand and 00/100 Dollars ($35,000.00) as reimbursement funds to the Developer to assist with the costs of the rehabilitation of the structure on the Property; and

WHEREAS, on ____________, 2025, Agency recommended approval of this Agreement; and

WHEREAS the Agency and the Developer are desirous of entering into this Agreement to effectuate the rehabilitation of the structure; and

WHEREAS, the Agency finds and declares that this Agreement serves as public purpose, which includes the promotion of economic development, job growth, and the future expansion of the City's tax base, is consistent with Chapter 163, Florida Statutes, the Agency's Redevelopment Plan, and serves both a municipal and public purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

ARTICLE 1
RECITALS

1.1 The foregoing recitals are true and correct are hereby incorporated herein.

ARTICLE 2
DEFINITIONS

2.1 For the purposes of this Agreement the following initially capitalized terms when used in this Agreement (except as herein and otherwise expressly provided or required by the context) shall have the following meanings:

2.2 Act. Part III, Chapter 163, Florida Statutes, and any amendments or revisions thereto.

2.3 Agency. The OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY and its successors or assigns.

2.4 Agency Funds or Funding. Subject to budget and appropriation by the Agency, the Agency will fund an amount not to exceed Thirty Five Thousand and 00/100 Dollars ($35,000.00) of the Project Improvement Cost.

2.5 Agreement. This Agreement and any exhibits or amendments thereto.

2.6 Area. The community redevelopment area, located within the corporate limits of the City and constituting an area in which conditions of blight exist and in which the Agency may carry out community redevelopment projects pursuant to Part III, Chapter 163, Florida Statutes, as amended.

2.7 Authorized Representative. For Agency, the Executive Director or designee of the Agency. For Developer, _________________, ____________ (manager/member) of the Developer. The Authorized Representative shall be the person designated and appointed to act on behalf of a party as provided in this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Authorized Representative to the extent not in conflict with the terms of this Agreement.

2.8 Building Permit. The one or more permits, required by the City or any other applicable governmental authority having jurisdiction over the Project, to be issued after the Permits have been obtained, but required before commencement of any construction of the Project, including demolition of any structure located on the Project Site.

2.9 Certificate of Occupancy. Means the certificate of occupancy or certificate of completion issued by the City or other appropriate Governmental Authority for the entire

Project to be properly permitted, occupied, opened for occupancy and used as contemplated by this Agreement.

2.10 CITY. The City of Opa-Locka, a Florida municipal corporation.

2.11 CRA. The City of Opa-Locka's Community Redevelopment Agency, and its successors and/or assigns, and any officers, employees and agents thereof.

2.12 County. Means Miami-Dade County.

2.13 Commencement Date. The date upon which the Developer issues a notice to proceed to commence construction of the Project, which date shall be identified by the Developer in a notice to Agency.

2.14 Completion Date. The later date on which the construction of the Project has been substantially completed in accordance with the requirements of the deed restrictions of the donated scattered housing sites to be utilized for infill housing, including any extensions and modifications granted thereto. Completion shall be evidenced by the issuance of a final Certificate of Occupancy by the City.

2.15 Contractor. One or more individuals or firms licensed as a general contractor by the State of Florida, bonded to the extent required by applicable law, and hired by the Developer to construct any part of or the entire Project, or both. Contractor may also be the Developer.

2.16 Construction Contract. Contract or contracts between the Developer and the Contractor for the construction of all or any part of the Project.

2.17 Construction Period. The period of time beginning on the Commencement Date and ending on the Completion Date, as provided in the Project Schedule.

2.18 Developer. Walthours Enterprise, LLC, a Florida limited liability company.

2.19 Developer's Architect. Such individuals, partnerships, firms or other persons retained by Developer as architects to prepare the plans and specifications for the Project, and any engineers, planners, designers, consultants, or others retained by the Developer or any architect retained by the Developer in connection with the preparation thereof. The name of the architect is recognized as _________________

2.20 Developer Interests. The Developer's interest in the Project Site and all improvements thereon, this Agreement and all related or appurtenant property and rights.

2.21 Effective Date. The date on which this Agreement is executed by both parties as dated at the beginning of this Agreement.

2.22 Executive Director. The Executive Director of the Agency as designated and appointed by the governing body of the Agency.

2.23 Exhibits. The exhibits attached hereto and made a part of this Agreement shall be the Project Plans (Exhibit “A”), and Legal Description for Property (Exhibit “B”).

2.24 Florida Statutes. References to Florida Statutes herein are to Florida Statutes, as same shall be amended from time to time.

2.25 Force Majeure. The following described events that for the purposes of Article 15.1 of this Agreement result in delays in any performance contemplated by and set forth in this Agreement: fire, flood, earthquake, hurricane; unavailability of labor, materials, equipment or fuel; war, declaration of hostilities, terrorist attack, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic; archaeological excavation; lack of or failure of transportation facilities; any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof except the City, or acts of God.

2.26 Including. As used herein, the term “include,” “including” and similar terms shall be construed as if followed by the words “without limitation.”

2.27 Permits. Any permits, licenses, certificates or other approvals or consents of the City or any other governmental authority having jurisdiction over the Project or the Project Site required to be issued or granted before issuance of the Building Permit and commencement of construction of the Project, including, without limitation, approvals or consents relating to the site plan, zoning, land use, or environmental regulations.

2.28 Plans and Specifications. Architectural, engineering and construction documents constituting the concept documents, preliminary plans and drawings, schematic design documents, design development documents and construction documents for the Project prepared by the Developer's Architect.

2.29 Project. The rehabilitation/stabilization of the structure located on the Property.

2.30 Project Schedule. The schedule for the commencement of construction for the Project which is attached hereto as Exhibit “B.”

2.31 Property Owner: Walthours Enterprise, LLC, a Florida limited liability company.

2.32 Site and Project Plans. Design plans, drawings, and other descriptions of the Project indicating the size and location of the Developer’s proposed improvements to the Project Site which is attached hereto as Exhibit “A”, as the same may be amended as approved by Agency subject to development review requirements under the City’s Unified Land Development Regulations (ULDR) as applicable.

2.33 ULDR. The City of Opa-Locka Unified Land Development Regulations.

2.34 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

ARTICLE 3
FINDINGS

3.1. Findings. The Agency and the Developer do hereby find and acknowledge the following as of the Effective Date:

(a) The Developer represents that it owns all furniture, fixture, equipment and all other personal property on the Property.

(b) The Developer needs assistance from the Agency, and that but for the commitment by the Agency to provide funds as provided herein to be used to pay costs of developing the Project, the Developer would be unable to develop the Project as contemplated by this Agreement.

(c) The Project is necessary for carrying out the community redevelopment objectives in the Area as set forth in the Plan.

(d) The public benefits accruing from the Project (i) warrant the contribution and expenditure of the Agency Funds, (ii) are for a public purpose, (iii) are in the public interest, and (iv) further the goals and objectives of the Plan.

ARTICLE 4
PROJECT SITE

4.1 The Developer represents to the Agency that, to its knowledge, the Property is appropriate and available for development of the Project thereon.

4.2 The Developer represents to the Agency that, to its knowledge, the Property does not contain any adverse environmental conditions that will prevent or adversely affect development of the Project thereon, or the use of the Property as described in this Development Agreement following the Completion Date.

4.3 The Developer covenants and agrees with the Agency that it and its principal owners shall continue to own the Property for a period of no less than five (5) years commencing on the Project Completion Date. During this five-year period, the Developer agrees to submit on the annual anniversary of the Effective Date of the Agreement an affidavit executed by the Developer of ownership status.

ARTICLE 5
PROJECT PLANS AND GOVERNMENTAL APPROVALS

5.1 Site and Project Plans. The Developer will submit the project plans to the City, in accordance with the Unified Land Development Regulations and will diligently continue the review process until the project plans are approved by the City. The project plans shall be in substantial compliance with graphic representations of the Project by the Developer attached as Exhibit “A.” Updated project plans will be submitted once available.

5.2 Permits. The Developer shall file on or before the time provided in the Project Schedule, the Plans and Specifications to the City for review and approval in accordance with its customary procedures for review of plans and specifications required for issuance of any of the Permits and issuance of the Building Permit. Developer shall be responsible for any fees and costs associated with the application and approval of the required Permits.

5.3 Agency Assistance.

(a) The Agency’s staff assistance and anticipated cooperation with the Developer in connection with this Project shall affect the City’s right to act on regulatory matters in its governmental capacity in accordance with all applicable laws or ordinances. Nothing in this Agreement shall be construed or deemed to contractually or otherwise obligate the City to enact any ordinance or take any other regulatory action.

(b) The permitting, licensing and other regulatory approvals by the City shall be in accordance with the established procedures and requirements of the City for projects of a similar type and nature as the Project.

ARTICLE 6
PROJECT FINANCING

6.1 Agency Funding. Pursuant to the Agency’s Program and the budget submitted by the Developer and in consideration of the Developer developing the Project in accordance with the terms of this Agreement, the Agency agrees to provide Thirty Five Thousand and 00/100 Dollars ($35,000.00) in the form of a grant (the “Agency Funds”). The Agency is providing the Agency Funds to the Developer in order to reimburse the Developer for the Developer’s total costs related to the hard costs of the construction element of the Project, as provided herein.

6.2 Additional Conditions Precedent to the Agency’s Obligation to Pay the Agency Funds. The duty of the Agency to pay the Agency Funds, and Agency’s other duties under the terms, covenants, and conditions of this Agreement, are expressly subject to the fulfillment, to the satisfaction of, or waiver as provided herein, prior to Closing of any of the Agency Funds of the conditions precedent set forth herein. The Developer hereby covenants and agrees to satisfy each of the following obligations on or before the Closing Date, unless waived in writing by the Agency as to each covenant to be performed by the Developer.

6.3 The Developer shall have shown:

(a) Evidence that Developer has sufficient sources of funding to cover its share of Project Improvement Costs and proof of ownership or leasehold interest held by the Developer in the Project Site to secure the completion of the Project, including an affidavit of outstanding liens and mortgages on the Project Site.

(b) The site plan approval by the City, if required, and the Agency; and

(c) The Permits approved by the City or other appropriate governmental authority; and

(d) A Construction Contract with a Contractor for construction of the Project, a copy of which shall have been delivered to and approved by the Agency on or before the Closing Date.

(e) No action or proceeding shall be pending (whether or not on appeal) or shall have been threatened, and no statute, regulation, rule or order of any federal, state or local governmental body shall be in effect or proposed, in each case, which in the good faith judgment of either party adversely affects (or if adopted, would adversely affect) the consummation of the transactions by the Developer contemplated by this Agreement; and

(f) The Developer shall not be in default of this Agreement; and

(g) Proof of all applicable insurance; and

(h) Proof of recording of a Notice of Commencement in the public records of Miami-Dade County, Florida according to Chapter 713, Florida Statutes; The Agency shall be listed on the Notice of Commencement as a party to receive Notice to Owners.

ARTICLE 7
PROJECT CONSTRUCTION

7.1 Construction of Project. The Developer shall cause construction of the Project to begin on or before the Commencement Date. Developer shall diligently continue such construction to the Completion Date and shall not abandon the Project site. The Project shall be constructed in accordance with the Plans and Specifications and the Permits.

7.2 Encumbrances. While the Project is under construction, the Developer shall notify the Agency promptly of any lien or encumbrance which has been asserted, created on or attached to the realty constituting all or part of the Project Site, whether by the involuntary act of the Developer or otherwise, including mechanics liens.

7.3 Inspection. Developer shall permit reasonable inspection of the subject Property by inspectors of the City, Agency or their agents, for determining compliance with all applicable governmental regulations and for the purpose of approving reimbursement request.

ARTICLE 8 DISBURSEMENTS

8.1 Procedures for Invoicing and Payment. Following the issuance of the certificate of completion/certificate of occupancy for the Project, the Agency shall reimburse the Developer for eligible expenses (i.e., hard costs). The Agency shall only fund hard costs related to construction of the Project Site. Further, the Developer must fully fund and satisfy its portion of the cost of the Project before the Agency is obligated to disburse its Agency Funds.

8.2 Reimbursement Process. The Agency Funds shall be provided to the Developer following the issuance of the certificate of completion/certificate of occupancy in the form of reimbursement of hard and soft costs associated with construction of the Project. The Agency Funds shall be utilized for eligible project costs associated with the construction of the Project. Agency shall have the right to review each draw and provide approval to the funding agent before any portions of the Agency Funds are paid to Developer, which approval shall not be unreasonably withheld. Supporting documentation must be submitted in order for approval to the granted. Supporting documentation shall include, but is not limited to; construction payment application from the general contractor, including all supporting documentation, invoices and conditional lien waivers, as well as, an overall draw request from the Developer including costs and all supporting invoices and documentation. The Developer shall keep a record reasonably acceptable to the Agency of all eligible project costs that are incurred by the Developer in connection with the construction of the Project.

ARTICLE 9 RESERVED

ARTICLE 10
MAINTENANCE, REPAIR AND REPLACEMENT

10.1 Maintenance and Repairs by the Developer. The Developer shall, at its own expense and subject to reasonable construction conditions and activities, keep the Project and Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals, thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. When making such repairs, replacements and renewals, the Developer shall comply, if legally required, with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

10.2 Waste. The Developer shall not permit, commit or suffer waste or impairment of the Project or the Project Site except as may be due to construction activity on the Project Site.

10.3 Project Alterations or Improvements. Before the Completion Date, the Developer may, from time to time, make such alterations and improvements, structural or otherwise, to the Project as the Developer deems desirable and in accordance with the Site and Project Plan and the Plans and Specifications; provided, however, that prior to the commencement of any such alterations or improvements of sufficient size and scope as to require a Building Permit, the Developer shall submit its plans and specifications for such alterations or improvements to the Agency for review in accordance with the appropriate provisions of this Agreement and receive approvals thereof from the Agency, City or both, as required by the Unified Land Development Regulations prior to undertaking such alterations and improvements.

10.4 Post Completion Maintenance and Repair. Notwithstanding anything else contained in this Agreement, the Developer shall, at its own expense and subject to reasonable construction conditions and activities, keep the Project and Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals, thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. When making such repairs, replacements and renewals, the Developer shall comply, if legally required, with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

ARTICLE 11
INSURANCE

11.1 Insurance to be Carried by the Developer/Contractor. The Developer/Contractor shall purchase and maintain at its own expense, the following types and amounts of insurance, in forms and companies reasonably satisfactory to the Agency.

(a) During the Construction Period, the Developer, at its expense, shall keep all of the insurable buildings, property and equipment located on the Project Site insured under a Builder’s Risk Insurance policy providing for “all risk property coverage” for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism and malicious mischief. Such insurance shall be in a face amount not less than one hundred percent (100%) of the cost of construction of the Project, as set forth in the Construction Contract, and the insurer shall be obligated to pay one hundred percent (100%) of the cost of restoring the improvements constructed, from time to time, during the Construction Period. Each insurance policy shall include the Agency and such project lenders as request it as insured, as the interest of each may appear, and shall provide for loss to be payable to Developer or, to the extent required under the Project Financing, the project lenders.

(b) Following any Completion Date and during the term of this Agreement, the Developer or its successors, at their expense, shall keep all of the insurable buildings, structures, property and equipment on the Project Site insured under an All Risk property policy for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism, and malicious mischief. Such insurance shall be in an amount of no less than the replacement value of said insurable real property, including structures, property and equipment. As provided in Article 11 for any loss or damage to the Project, to the extent that insurance proceeds are available and the necessary or contemplated repairs are feasible, the Developer shall repair any damage or destruction to the Project. Each insurance policy shall name the Agency and such project lenders as request it as additional insured and loss payee, as the interest of each may appear, and provide for the loss to be payable to the Developer or, to the extent provided, the project lenders.

(c) During the Construction Period, the Developer or Contractor shall secure and maintain or cause to be secured and maintained in full force and effect such commercial general liability insurance including coverage for operations, independent contractors, products, completed operations, broad form property damage and personal injury as will protect the Developer, the Agency, and their agents and employees from any and all claims and damages for injury to persons or death or damage to any property of the Agency, or of the public, which may arise out of or in connection with the performance of any work or operations by the Developer in, on, under, or over the Project Site during the construction of the Project, whether said work or operations shall be by the Developer, the Contractor, or by anyone directly or indirectly contracted, employed or retained by any of them. The amounts of such insurance shall not be less than limits of $1,000,000.00 per occurrence for injury to persons or death, or for property damage or such larger amount as determined by Developer. The limit of liability for personal injury shall be no less than $1,000,000.00 and the limit of liability for contractual liability shall be no less than $1,000,000.00. Each policy shall name the Agency and such project lenders, as request it, as additional insured.

(d) After any Completion Date and during the term of this

Agreement, the Developer shall secure and maintain, or cause to be secured and maintained, in full force and effect, commercial general liability insurance, in an amount not less than $500,000 per occurrence, and including coverage for premises, completed operations, independent contractors, broad form property damage and personal injury from any and all claims for damages for injury to persons or death, or for damage to any property of the Agency or the public which may arise out of the Developer's use and occupancy of the Project Site and the operation of the project on the Project Site. Developer may provide this insurance by adding the Agency and their agents and employees as an "additional insured" on any and all policies provided.

(e) During the Construction Period, the Contractor shall secure and maintain or cause to be secured and maintained in full force and effect auto liability insurance in compliance with State law.

(f) The Developer, Contractor and all subcontractors shall each secure and maintain in full force and effect Workers' Compensation insurance, if applicable, for all their respective personnel, employed at the site of the work or in any way connected with the work that is the subject of this Agreement if such insurance is required by law to be provided. The insurance required by this provision shall comply fully with the Florida Worker's Compensation law shall include statutory limits on worker's compensation, as well as Employees Liability Insurance with limits of no less than $500,000.00 per occurrence.

(g) All insurance and lesser amounts for insurance need to be approved in writing by the CRA Representative based on CRA's insurance requirements for similarly situated developments.

11.2 Non-Cancellation Clause. All insurance policies or agreements required by Article 12.1 hereof shall provide that such policies or agreements cannot be substantially modified, canceled or terminated until after at least thirty (30) days' notice has been given to the Agency and the Developer, to the effect that such insurance policies or agreements are to be substantially modified (including the terms of such modification), canceled or terminated at a particular stated time thereafter.

11.3 Certificate of Insurance. The Developer shall provide or cause to be provided to the Agency policies or certificates of insurance or other acceptable proof of compliance with the insurance provisions of this Agreement at such times as shall be reasonably required and shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance during the term of this Agreement.

11.4 Right of Parties to Obtain Insurance. In the event the Developer at any time during the term of this Agreement refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required by this Agreement, the Agency may procure or renew such insurance and after notice to the Developer that it must obtain such insurance within thirty (30) days of such notice, all amounts of money paid by the Agency for procurement or renewal of such insurance shall be due and payable forthwith by the Developer to the Agency to the extent either paid the cost of any such insurance together with interest, at the statutory rate, to the date of payment thereof by the Developer. The Agency shall notify the Developer in writing of the date, purposes, and amounts of any such payments made by it pursuant to this Article.

11.5 Non-Waiver of Developer's Obligations. No acceptance or approval of any insurance policy or policies by the Agency or the Developer shall relieve or release or be construed to relieve or release any other party from any liability, duty or obligation assumed by or imposed upon it by the provisions of this Agreement.

11.6 Reasonable Deductible. Any insurance policy required by this Article may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the Developer to the Agency and approval from the Agency is given in writing, which approval shall not be unreasonably withheld or delayed.

ARTICLE 12
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEVELOPER

12.1 Representations and Warranties. The Developer represents and warrants to the Agency that each of the following statements is presently true and accurate:

(a) The Developer is a corporation, duly organized and validly existing, and has all requisite power and authority to carry on its business as now conducted, to own or hold under lease or otherwise, its properties and to enter into and perform its obligations hereunder and under each instrument described herein to which it is or will be a party.

(b) This Agreement and each of the Exhibits have been duly authorized by all necessary action on the part of, and have been duly executed and delivered by the Developer, and neither the execution and delivery thereof, nor its compliance with the terms and provisions of this Agreement at any time such action is necessary, requires the approval and consent of any other party.

(c) This Agreement and each of the Exhibits hereto constitute legal, valid and binding obligations of the Developer, enforceable against the Developer in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time, which affect creditors' rights generally and are subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer, or against any officer, employee, partner or shareholder of the Developer, which question the validity of this Agreement or any Exhibit hereto, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Developer.

(e) All written information and other documentation relating to the Project and the Developer delivered by the Developer to the Agency are true and correct to the extent such information and documentation has not been superseded by this Agreement.

(f) The chief place of business and offices of the Developer is in Broward County, Florida, and the office where it keeps its records concerning the Project and all contracts, licenses and similar documents or instruments relating thereto is in Broward County, Florida.

12.2 Covenants. In addition to covenants of the Developer expressly set forth within the four corners of this Agreement, including all exhibits, attachments and addenda, the Developer covenants with the Agency that:

(a) During the term of this Agreement, the Developer shall cause to occur and continue to be in effect at the appropriate times as contemplated by this Agreement the following:

(i) all governmental permits, licenses and approvals necessary for the construction or operation by the Developer of the Project that are the responsibility of the Developer to obtain;

(ii) construction of the Project;

(iii) financing necessary to complete the Project; and

(iv) all insurance as required by Article 11 hereof;

(b) The Developer shall perform, or cause to be performed, the construction, development, and operation of the Project in accordance with the requirements of this Agreement will not violate any laws, ordinances, rules, regulations or orders applicable thereto.

(c) The Developer shall use, or cause to be used, and operate or cause to be operated, the Project in accordance with this Agreement. All other principal or accessory uses are prohibited unless expressly permitted by the Agency pursuant to Developer's request. This restriction may, in the discretion of the Agency, be included in restrictive covenants running with the land, executed by Developer and recorded in the Public Records of Miami-Dade County.

(d) The Developer shall maintain and repair the Project after the Completion Date.

12.3 Developer Good Faith Efforts: The Developer shall use Good Faith Efforts in hiring employees for the Project from the Community Redevelopment Area, or otherwise living within the City of Opa-Locka. Developer will be required to report to the Agency annually on its hiring efforts for a period of three (3) years following Project Completion by providing a report on a form prepared by the Authorized Representative. Good faith efforts mean that the Developer through their solicitation and advertising for jobs have tried to hire employees.

ARTICLE 13
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY

13.1 Representation and Warranties. The Agency represents and warrants to the Developer that each of the following statements is presently, and will during the term of this Agreement be, true and accurate.

(a) The Agency is a validly existing body politic and corporate authority under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement and each of the Exhibits have been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by the Agency, and neither the execution and delivery of this Agreement nor the Agency's compliance with the terms and provisions of said Agreement (i) requires the approval and consent of any other party, except Miami-Dade County, or (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency, or (iii) contravenes or results in any breach of, default under, or the creation of any lien or encumbrance upon any part of the Agency, under any indenture, mortgage, deed of trust, bond(s), note(s), loan or credit agreement, ordinance(s), resolution(s), interlocal agreement, regulation(s), code(s), or policy(ies), or any other agreement or instrument to which the Agency is a party.

(c) This Agreement and each of the Exhibits hereto, will constitute a legal, valid and binding obligation of the Agency enforceable against the Agency in accordance with the terms thereof.

(d) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency to which the Agency is a party questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(e) No further action, notice, public hearing, or other prerequisite or condition is required to be initiated, commenced, undertaken, completed, or waived prior to the approval and execution by the Agency of this Agreement.

ARTICLE 14
DEFAULT; TERMINATION

14.1 Default by the Developer.

(a) There shall be an "event of default" by the Developer under this Agreement upon the occurrence of any one or more of the following:

(i) The Developer shall fail to perform or comply with any provision of this Agreement and such failure materially and adversely affects the successful and timely development and completion of the Project or materially and adversely affects the rights, duties or responsibilities of the Agency under this Agreement and such failure shall continue for more than sixty (60) days after the Agency shall have given the Developer written notice of such failure (hereinafter sometimes referred to as the "non-monetary default cure period"); provided, however, that if such failure can reasonably be cured within said sixty (60) days of said notice by the Agency, then the event of default under this paragraph shall be suspended if and for so long as the Developer proceeds diligently to cure such default within the said sixty (60) days and diligently continues to proceed with curing such default until so cured.

(ii) Developer fails to complete the Project by the date shown in the Project Schedule, unless extended by the Agency.

(iii) Developer sells or otherwise transfers the Property prior to the expiration of a five (5) year term as described in this Agreement.

(b) Upon the occurrence of an event described in Article 14.1(a) hereof, but subject to the rights of any project lender, the Agency may, at any time thereafter if such event of default has not been cured, at its election bring an action in a court of competent jurisdiction for specific performance by the Developer, or other injunctive relief including repayment of funds contributed by Agency, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Developer, and on the date specified in such notice, this Agreement shall terminate and all rights of the Developer hereunder shall cease and Agency shall be released from any and all obligations, unless before such date all other events of default by the Developer hereunder occurring or existing at the time shall have been cured, however, that this Agreement may not be terminated by the Agency unless and until the project lender has notified the Agency of their election not to cure said defaults. Agency must be provided the name, title and address of project lender by Developer as a condition of this obligation not to terminate.

(c) If, as to non-monetary defaults, such event of default is of such nature that it cannot be completely cured within such time period, then if Developer shall not have commenced to cure such default within such time period and shall not continue to diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary, then the Agency may, pursue any and all legal remedies (excluding therefrom the right to pursue consequential punitive and incidental damages and “loss of projected tax revenue”), equitable remedies of specific performance, injunctive relief or rescission to which the Agency is entitled, including terminating any disbursements of funds by the Agency hereunder.

14.2 Default by the Agency; Remedies.

(a) There shall be an “event of default” by the Agency under this Agreement upon the occurrence of the following: Provided all conditions precedent have been satisfied or waived, the Agency shall fail to timely pay the amounts of the Agency Funds to the Developer set forth in this Agreement, or if any representation and warranty of the Agency hereunder fails to be true and correct, and such failure adversely affects the Developer or the Project and such failure shall continue for a period of fifty (50) days after the Developer shall have given the Agency written notice of such failure; provided, however, that if such failure can reasonably be cured within said fifty (50) days, then the event of default under this Article shall be suspended if and for so long as the Agency proceeds diligently to cure such default within the said forty-five (45) days and diligently continues to proceed with curing such default until so cured.

(b) Upon the occurrence of an event described in Article 14.2(a), but subject to the rights of any project lender, the Developer may, at any time thereafter, give written notice of termination of this Agreement to the Agency, and on the date specified in such notice, which shall be not less than forty-five (45) days, this Agreement shall terminate and all rights of the Agency hereunder shall cease and the Developer shall be released from any and all obligations hereunder, unless sums payable to the Developer under this Agreement by the Agency hereunder existing at that time shall have been made, the Developer shall be entitled to exercise any and all remedies available at law, including, without limitation, such damages or suits for damages (excluding damages for consequential or punitive damages), subject to the limitations set forth herein, to which the Developer may be entitled as a result of any breach or event of default by the Agency. Notwithstanding, in any action, suit, cause of action or litigation for damages, the Agency liability shall not exceed $30,000.00 which shall include reasonable attorney’s fees and costs.

(c) Obligations, Rights and Remedies Cumulative. The specified rights and remedies to which either the Agency or the Developer may resort under the terms of this Agreement are in addition to any other remedies or means of redress to which the Agency or the Developer may lawfully be entitled at law or in equity.

(d) Non-Action on Failure to Observe Provisions of this Agreement. The failure of the Agency or the Developer to insist upon strict performance of any term, covenant, condition or provision of this Agreement shall not be deemed a waiver of any right or remedy that the Agency or the Developer may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such time, covenant, condition or provision.

(e) Termination. The Agency may terminate this Agreement for convenience on or after January 1, 2025 in the event the Developer fails to obtain a certificate of occupancy for all of the Project components. The Agency and Developer may agree to extend the termination date through the execution of a written amendment to this Agreement approved by the Agency Board of Directors.

ARTICLE 15
FORCE MAJEURE

15.1 Force Majeure. If any party is delayed in the performance of any act or obligation pursuant to or required by this Agreement as a result of any one or more of the events of Force Majeure which are beyond the control of the party being delayed, the time for required substantial completion of such act or obligation shall be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed by such event(s) of Force Majeure. The party seeking excuse for nonperformance and delay in performance as the result of an occurrence of an event of Force Majeure shall give written notice to the other party and the project lender, specifying the cost of the anticipated delay and its actual or anticipated duration, and if such delay shall be continuing thereafter no less than bi-weekly so long as such event of Force Majeure continues, similar written notice stating that the condition continues and its actual or anticipated duration. Any party seeking delay in nonperformance due to an event of Force Majeure shall use its best efforts to rectify or limit the effect of any condition causing such delay and shall cooperate with the other parties, except for the incidence of unreasonable additional costs and expenses, to overcome any delay that has resulted.

ARTICLE 16
INDEMNIFICATION

16.1 Indemnification.

(a) The Developer agrees to indemnify, defend and hold harmless the Agency, its respective agents, officers, or employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, arising out of this Agreement, or by reason of any act or omission of the Developer, its agents, employees or contractors arising out of, in connection with or by reason of, the performance of any and all obligations covered by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all obligations covered by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance or non-performance of such obligations. Developer further agrees to investigate, handle, respond to, provide defense for, and defend (with counsel selected by Agency) any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Agency, Developer shall assume and defend not only itself but also the Agency in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to Agency, provided that Agency's

General Counsel (the shall retain the right to select counsel of its own choosing.

(b) The Developer's indemnification under subsection (a) shall survive the Completion Date or termination of this Agreement for a period of one (1) year after the termination of the Declaration.

(c) The Developer's indemnity hereunder is in addition to; and not limited by any insurance policy and is not and shall not be interpreted as an insuring agreement between or among the parties to this agreement, nor as a waiver of sovereign immunity for any party entitled to assert the defense of sovereign immunity.

ARTICLE 17
MISCELLANEOUS

17.1 Notices.

(a) Unless and to the extent otherwise provided for in this Agreement, all notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other(s) in writing shall be deemed given and delivered on the date delivered in person or on the fourth (4th) business day after being mailed by registered or certified mail, postage prepaid, return receipt requested, or on the first (1st) business day after being sent by nationally recognized overnight courier service and addressed:

DEVELOPER: Walthours Enterprise, LLC
____
____
Attn: __________________________

AGENCY: OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY
Attention: Executive Director
____
____

With a copy to: CRA Attorney's Office
____
____
____

(b) The person and address to which notices are to be sent may be changed from time to time by written notice to such effect delivered to the other parties hereto. Until such a notice of change is received, a party may rely upon the last person or address given.

17.2 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

17.3 Applicable Law. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement.

17.4 Not An Offer. The submission of this Agreement to the parties hereto or examination thereby does not and did not constitute an offer to sell or lease, or a reservation of or option for the Project Site, or any part thereof.

17.5 Agreement Negotiated by All Parties. This Agreement has been negotiated by the Agency and the Developer, and this Agreement shall not be deemed to have been prepared by either the Agency of the Developer, but by all equally.

17.6 Complete Agreement. This Agreement constitutes the full and complete agreement between the parties hereto, and supersedes and controls any and all prior agreements, understandings, representations, and statements, whether written or oral.

17.7 Submission to Jurisdiction.

(a) Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Miami-Dade County and the courts thereof and to the jurisdiction of the United States District Court for the Southern District of Florida, for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement, and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

(b) If at any time during the term of this Agreement the Developer is not a resident of the State of Florida (including not being a corporation, partnership or other legal entity authorized to do business in the State of Florida) or has no officer, employee, agent, or general partner thereof available for service of process as a resident of the State of Florida, or if any assignee or successor thereof shall not be a resident of the State of Florida (including not being a corporation, partnership or other legal entity authorized to do business in the State of Florida) or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, the Developer hereby designates the Secretary of State of the State of Florida as its agent for the service of process in any court proceeding between it and the Agency arising out of or related to this Agreement, and such service shall be made as provided by the laws of the State of Florida for service upon a non-resident; provided, however, that at the time of service on the Secretary of State, a copy of the pleading, instrument, or other document served on the Secretary of State shall be mailed by prepaid, registered mail, return receipt requested, to the Developer (or its successors or assigns) at the address for notices as provided in this Article or such address as may have been provided as authorized in this Article.

17.8 Captions. The Article and Section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any Article or Section hereof.

17.9 Successors and Assigns.

(a) The Developer may not assign any or all of its rights, duties and obligations under this Agreement to any other person unless and until the Agency has agreed to such assignment. The Agency may assign this Agreement to the City or to any successor to the Agency at any time without any prior approval by the Developer, provided that notice of such assignment shall be given by the Agency to the Developer as provided in Article 17.1.

(b) The terms herein contained shall bind and inure to the benefit of the Agency and its successors and assigns and the Developer and its successors and assigns, except as may be otherwise specifically provided herein.

17.10 Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the City of Opa-Locka, Florida, it shall be postponed to the next following business day not a Saturday, Sunday, or legal holiday.

17.11 Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of and is incorporated as a part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if a part of this Agreement.

17.12 No Brokers. The Agency and the Developer hereby represent, agree and acknowledge that, as of the date hereof, no real estate broker or other person is entitled to claim or to be paid a commission by the Agency or the Developer as a result of the execution and delivery of this Agreement, including any of the Exhibits, or any proposed improvement, use, disposition, lease, or conveyance of any or all of the Project Site.

17.13 Failure To Address Particular Matters. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

17.14 Developer Not Agent of Agency. During the term of this Agreement, the Developer and the Contractor are not individually or collectively and shall not be deemed to be individually or collectively, an agent or contractor of the Agency. Nothing contained in the Agreement shall be construed or deemed to name, designate, or cause (directly, indirectly, or implicitly) the Developer or the Contractor to be an agent for the City or the Agency.

17.15 Recordation of Development Agreement. The Agency or the Developer may record this Agreement or a memorandum of this Agreement in the public records of Miami-Dade County, Florida, as soon as possible after the execution hereof and thereof. The party recording this Agreement or a memorandum of this Agreement shall pay the cost of such recording. Upon the termination or expiration of this Agreement and upon request of the Developer the Agency agrees to record in the public records of Miami-Dade County, Florida, a notice that this Agreement has terminated or expired and is no longer in effect.

17.16 Public Purpose. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose, is in the public interest, and is a proper exercise of the Agency's power under the Act.

17.17 Technical Amendments. If, due to minor inaccuracies in this Agreement or in any other agreement contemplated hereby, or changes are needed resulting from technical matters arising during the term of this Agreement, it becomes necessary to amend this Agreement to correct such minor inaccuracies or to make such technical changes, the parties agree that such changes which are required due to unforeseen events or circumstances or which do not change the substance of this Agreement, the Executive Director of the Agency, or his designee, following review by the CRA Attorney, is authorized to approve such changes and execute any required instruments to make and incorporate such amendment or change to this Agreement or any other agreement contemplated hereby.

17.18 Expiration of Agreement. Unless otherwise earlier terminated as provided herein, or by agreement of the parties, this Agreement shall expire on the Completion Date, except for those provisions hereof that specifically state they survive the Completion Date.

17.19 Agency Approvals. Whenever Agency approval is required as provided in this Agreement, the Agency will not unreasonably withhold such approval.

17.20 Time of the Essence. In all matters affecting this Agreement, time is of the essence.

17.21 Not A Development Agreement. The parties acknowledge, agree and represent that this Agreement, including without limitation, any of the Exhibits, is not a development agreement as described in Sections 163.3220-163.3243, Florida Statutes.

17.22 Audit Right and Retention of Records. Agency shall have the right to audit the books, records, and accounts of Developer that are related to this Agreement. Developer shall keep, and such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Developer shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon forty-eight (48) hours prior written request to do so, Developer shall make same available at no cost to City in written form.

(a) Developer shall preserve and make available, at reasonable times for examination and audit by Agency in Miami-Dade County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Developer shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Agency's disallowance and recovery of any payment upon such entry.

(b) The Developer shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

17.23 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

Developer and all contractors or subcontractors (the "**Contractor**") engaging in services in connection with construction and/or maintenance of the Project shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by Agency in order to perform the services rendered.

(b) Upon request from Agency's custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to Developer for the duration of the Agreement and as to Contractor for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to Agency.

(d) Upon completion of said construction or maintenance at the Project, transfer, at no cost, to Agency all public records in possession of Developer or Contractor or keep and maintain public records required by Agency to perform the service. If Contractor transfers all public records to Agency upon completion of the Project, Developer and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer or Contractor keeps and maintains public records upon completion of the Project, Developer and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology systems of Agency.

(e) If Developer or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to Developer or Contractor's duty to provide public records relating to its contract, contact the Agency's custodian of public records by telephone at 305-953-2868 Ext 1504; Attention: Kinshannta Hall, Custodian of Public Records.

Commented [DNT1]: Correct contact person and information?

17.24 Not A General Obligation. Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the Agency or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the Agency or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the Agency or other Governmental Authority. The Developer agrees that the obligation of the Agency to make any payments by the Agency to the Developer pursuant to this Agreement shall be subordinate to the obligations of the Agency to pay debt service on existing debt, debt service on any bonds to be issued by the Agency up to the principal amount of the first issuance of such bonds and to general and administrative expenses and overhead of the Agency.

17.25 Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the Agency, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

17.26 Sovereign Immunity. Nothing herein shall be deemed a waiver of sovereign immunity in favor of the Agency.

17.27 Sunset Date. No funding shall be provided after the sunset date of the Agency.

17.28 Transaction Fees. The Developer shall be responsible for all transaction and closing costs, including, without limitation, documentary stamp taxes, intangible taxes and recording fees, arising from this Agreement, which fees and costs shall be deducted from the Agency Funds.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the date set forth in the introductory paragraph.

AGENCY:

WITNESSES:

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY , a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163

____

____

By: ___________________________

[Witness print or type name]

Jannie Russell, Chairwoman

____

Executive Director

ATTEST:

By: __________________________

CRA Secretary

APPROVED AS TO FORM:

By: ______________________

Marlon Hill, General Counsel

DEVELOPER:

WITNESSES:

Walthours Enterprise, LLC, a
Florida limited liability company

_____________________________ By:_________________________

_____________________________ Print Name: __________________________

[Witness print or type name]

Title: _______________________________

____

____

[Witness print or type name]

STATE OF FLORIDA
COUNTY MIAMI-DADE

The foregoing instrument was acknowledged before me by means of_____physical presence or_____online notarization this________day of________________, 20____by ______________________as Manager of Walthours Enterprise, LLC, a Florida limited liability company. He/She is personally known to me or has produced ____________________________as identification.

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

____
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

____
Commission Number

EXHIBIT "A"
PROJECT PLANS

EXHIBIT "B"
PROJECT SCHEDULE

City of Opa-locka
Agenda Cover Memo

Department Director: Sha'mecca Lawson, Assistant City Manager	Date:
City Manager:	
Department: Community Redevelopment Agency	**Sponsor Name:**
Meeting Date: December 9, 2025	**Item Type:** Resolution
Strategic Plan Related: No	**Strategic Plan Priority Area:** Enhanced Organizational Business and economic development Public Safety Quality of Education Quality of Life and City Image Communication
Strategic Plan Objective/Strategy:	

Short Title:

Staff Summary:

Fiscal Impact: No

Funding Source: *(Account Number)*	**Advertising Requirement:** No
Contract/P.O. Required: No	**RFP/RFQ/Bid#:**

Proposed Action:

Attachment(s):

1. RESOLUTION - RFP FOR RESTAURANT CONCEPT 09-30

RESOLUTION NO. 23-__________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) AUTHORIZING THE EXECUTIVE DIRECTOR TO ISSUE A REQUEST FOR PROPOSALS FROM EXPERIENCED RESTAURATEURS, DEVELOPERS, OR OPERATORS TO LEASE, BUILD OUT, AND OPERATE A RESTAURANT AT THE PROPERTY LOCATED AT 14401 NW 27TH AVENUE AND TO PROVIDE FOR A SUSTAINABLE REDEVELOPMENT PLAN FOR THE PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-Locka CRA ("OCRA") is a public agency formed under Florida Statutes Chapter 163, Part III, and is responsible for carrying out community redevelopment activities and projects within the Opa-Locka CRA Redevelopment Area;

WHEREAS, the purpose of the OCRA is to eliminate blight, encourage economic development, and enhance the quality of life for residents and businesses in the redevelopment area;

WHEREAS, the OCRA's strategic goals include increasing business activity, improving the built environment, supporting local entrepreneurs, and activating underutilized properties;

WHEREAS, the OCRA seeks to invite proposals from experienced restaurateurs, developers, or operators to lease, build out, and operate a restaurant at the OCRA property located at 14401 NW 27th Avenue, formerly operated as a Chinese restaurant;

WHEREAS, to support the successful redevelopment of the property, the OCRA will provide a $100,000 grant toward the interior buildout of the space and seeks a sustainable restaurant concept that will activate the site, enhance the corridor, and contribute to the economic vitality of the OCRA district.

NOW THEREFORE BE IT RESOLVED BY THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

Section 2. AUTHORIZATION
The Board of the Opa-locka Community Redevelopment Agency hereby authorizes the Executive Director to issue Request for Proposals, RFP Number, 2025-01, titled, "Lease of CRA-owned Restaurant Property" for Folio # 08-2122-002-0160, located at 14441 NW 27^{th} Avenue, Opa-Locka, Florida, for a sustainable restaurant concept for consideration.

Section 3. EFFECTIVE DATE
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2025.

____
Jannie Russell, OCRA Chair

Attest to:

____
Jerome Senior
OCRA Clerk

Approved as to form and legal sufficiency:

____
Weiss Serota Helfman Cole & Bierman, P.L.

Moved by: ______________________________

Seconded by: ___________________________

VOTE:

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) ____________

RESOLUTION NO. 25 -_________

A RESOLUTION OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR AND CRA ATTORNEY TO CONDUCT THE PURCHASE OF PROPERTIES LOCATED AT 2105 WASHINGTON AVENUE, 2100 LINCOLN AVENUE, AND 14441 NW 27TH AVENUE, TO INCLUDE PREPARING TITLE WORK TO COMPLETE THE TRANSACTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-Locka Community Redevelopment Agency (OCRA) is responsible for carrying out community redevelopment activities and projects within the OCRA; and

WHEREAS, the OCRA Board desires to exercise its powers per Florida Statute Chapter 163 Part III and as designated by the CRA Plan section 3.5.5 described as support land assembly, code enforcement, and demolition, for redevelopment opportunities; and

WHEREAS, the OCRA Board authorizes the Executive Director and CRA Attorney to carry-out all necessary steps to acquire the properties located at 2105 Washington Avenue, 2100 Lincoln Avenue, And 14441 NW 27th Avenue within 90 days of approval of this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY:

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

Section 2. AUTHORIZATION
The OCRA Board hereby authorizes the Executive Director and CRA Attorney to execute all documents, including the closing statement, for the purpose of completing the acquisition of properties located at 2105 Washington Avenue and 2100 Lincoln Avenue, Opa-locka, Florida, to include providing an owner title policy. The Opa-locka Community Redevelopment Agency and the Board of Directors do hereby authorize the purchase price of $742,500.00, and, in addition, any related recording fees, attorney's fees, inspection fees, and other closing related expenses.

S**ection** 3. EFFECTIVE DATE
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this______day of________________, 2025

____
Jannie Russell, OCRA Chair

Attest to:

____
Jason Walker
OCRA
Interim
Executive
Director

Approved as to form and legal sufficiency:

____
Weiss Serota Helfman Cole & Bierman, P.L.

Moved by: ____________________________

Seconded by: _________________________

VOTE:

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) ____________

Vacant Land Contract

1. Sale and Purchase ("Contract"): ***Liberty Bell Enterprises, Inc.*** ("**Seller**") and ***Opa Locka Community Redevelopment Agency*** ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: ***2100 Lincoln Avenue and***

Legal Description: ***Lots 13 and 14, in Block 5, Magnolia Sub, Plat Book 40, Page 80 (Parcel 1) and Lots 15 & 16, Block 5, Magnolia Sub, Plat Book 40, Page 80 (Parcel 2)***

SEC ___/TWP /___/RNG ___ of ***Miami-Dade*** County, Florida. Real Property ID No.: ***0821220030440/0450*** including all improvements existing on the Property and the following additional property: __________

2. Purchase Price: (U.S. currency) .... $ ***742,500.00***

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: __________
Escrow Agent's Contact Person: __________
Escrow Agent's Address: __________
Escrow Agent's Phone: __________
Escrow Agent's Email: __________

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
❑ accompanies offer
☒ will be delivered to Escrow Agent within ***5*** days (3 days if left blank) after Effective Date .... $ ***25,000.00***

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
❑ within ______ days (10 days if left blank) after Effective Date
☒ within ***5*** days (3 days if left blank) after expiration of Due Diligence Period .... $ ***25,000.00***

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) .... $ ________

(d) Other: __________ .... $ ________

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds .... $ ***742,450.00***

(f) ❑ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ❑ lot ❑ acre ❑ square foot ❑ other (specify): ________ prorating areas of less than a full unit. The purchase price will be $________ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: __________

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before __________, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after 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.**

4. Closing Date: This transaction will close on ***see Addendum No. 1*** ("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. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

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

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

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

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

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

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

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $________________, bearing annual interest at ______% and payable as follows:
____
The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to
____
LN#____________________ in the approximate amount of $________________ currently payable at $________________ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) ____ interest rate of ______% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds ______% or the assumption/transfer fee exceeds $________________, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

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

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) ______________________________, 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.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at
(**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and
(**Check one**) ☒ within *5* days after Effective Date ☐ at least ______ days before Closing Date,
(**Check one**)

(1) ☐ 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 the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☒ 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 (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within *15* days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within ______ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after 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: **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

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

See Addendum No. One

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

(a) Inspections: (**Check (1) or (2)**)

(1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within ~~--~~ days (30 days if left blank) ("Due Diligence Period") after ~~Effective Date~~ and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **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, expenses, and liability incurred in application for rezoning or related proceedings, 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 construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

see Addendum No. One

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** 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 as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, 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 delineation of the CCCL, 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 shore line of the Property being purchased.

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

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

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: ***Lien Search and any updates thereto***

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: ______________________________

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

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

(e) PROPERTY TAX DISCLOSURE SUMMARY: **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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

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

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

11. Computation of Time: 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 specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

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

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

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

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, 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. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: ~~If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and~~ **Buyer** will be relieved from all further obligations under this Contract~~; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.~~

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. 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 interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

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

________________________	***NONE***
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.
________________________	***NONE***
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
________________________	***NONE***
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
________________________	***NONE***
Listing Brokerage	**Buyer's Brokerage**
________________________	***NONE***
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):
☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other ______________________________

23. Additional Terms: ______________________________
SEE ADDENDUM NO. ONE

COUNTER-OFFER/REJECTION

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

[The remainder of this page is intentionally left blank.

This Contract continues with Line 369 on Page 8 of 8.]

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

ATTENTION: SELLER AND BUYER

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.**

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.

Opa Locka Community Redevelopment Agency

Buyer: ______________________________ Date: ______________

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

Buyer: ______________________________ Date: ______________

Print name: ______________________________

Buyer's address for purpose of notice:

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

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

Liberty Bell Enterprises, Inc.

Seller: ______________________________ Date: ______________

Print name: ______________________________

Seller: ______________________________ Date: ______________

Print name: ______________________________

Seller's address for purpose of notice:

Address: ______________________________

Phone: ______________ Fax: ______________ Email: ______________

ADDENDUM NO. ONE TO THAT CERTAIN COMMERCIAL CONTRACT BETWEEN LIBERTY BELL ENTERPRISES, INC., A FLORIDA CORPORATION, AS SELLER AND OPA-LOCKA REDEVELOPMENT AGENCY, AS BUYER

This Addendum No. One (the “Addendum”) is to be made part of and incorporated into the Vacant Contract dated as of the date hereof, (“Contract”) between **LIBERTY BELL ENTERPRISES, INC., A FLORIDA CORPORATION (“Seller”) AND OPA-LOCKA REDEVELOPMENT AGENCY (“Buyer”)** for the purchase of the property legally described in Exhibit “A” attached hereto (“Property”).

Buyer and Seller may each be referred to herein as a “Party” and collectively as the “Parties”. The Contract and this Addendum together constitute the “Agreement”.

The Seller and the Buyer agree as follows:

1. Seller acknowledges that this Contract is contingent on approval by the Board/Council of the Opa-Locka Community Redevelopment Agency Board (the "Board"). If the Board does not approve the Contract, the Contract will be null and void and any deposits paid herein will be returned to the Buyer. If the Board has not approved this Contract within 45 days from the Effective Date (“Board Approval Period”), the Contract shall be deemed as not approved and the Contract will be null and void and any deposits paid herein will be returned to the Buyer. Seller agrees that it shall not enter into another contract for the sale of the Property during the stated 45-day period.

2. Buyer selects Weiss Serota Helfman Cole & Bierman, P.L. to act as Escrow, Title and Closing Agent. Buyer will be responsible for title and lien search reports and title insurance.

3. Buyer shall have 5 days from the Effective Date to provide written evidence, to Seller, of the request to the State of Florida, for the Initial Deposit. Buyer and Seller agree and understand the State of Florida’s processing time for funds can take 15-30 business days.

4. Buyer shall have 5 days from the end of the Due Diligence period to provide written evidence, to the Seller, of the request to the State of Florida, for the Additional Deposit. Buyer and Seller agree and understand the State of Florida’s processing time for funds, can take 15-30 business days.

5. The Effective Date of this Contract is the date both parties sign the Contract, provided however, that the parties acknowledge that the Buyer's signature remains contingent on Board/Council approval as set forth in this Addendum.

6. The Due Diligence Period expires 30 days after the Board Approval Period expires. Seller agrees to extend the Due Diligence Period for the Environmental Phase 1 and Environmental 2 Inspections, if needed by engineer.

7. Seller, at Seller’s cost and expense, shall be responsible to close all open permits and code violations on or before the Closing Date. Seller shall provide written evidence from the respective municipality/county that the unresolved permit/violation case is closed and no fees are due.

8. Closing Date will be 30 days after the Due Diligence Period expires.

9. Evidence of Title: Seller shall have 5 days from the Effective Date to provide copies of the existing title policy, survey and environmental reports, if any.

10. Buyer has 15 days prior to closing to examine title/survey and give written notice (“Notice”) to Seller of any title defects.

11. Seller shall have 30 days, from receipt of Notice, to cure any title defect.

Initial

BUYER (initials) JW________

SELLER (initials) ________

12. Seller, after the Effective Date of this Contract, shall not enter into any new lease agreement without the prior written approval from Buyer.

13. Closing Documents. At Closing, Seller shall deliver to Buyer the documents and items listed below.

    a. Statutory Warranty Deed, conveying title to the Property
    b. A No Lien and Gap;
    c. FIRPTA Affidavit;
    d. A Closing Statement to be signed by Seller and Buyer;
    e. Any documents required to cure or remove any Title Defects; and
    f. Other documents reasonably required by Buyer or by the Title Company

14. Section 286.23 Disclosure. Seller shall comply with the provisions of Section 286.23, Florida Statues, regarding disclosure of beneficial interests at least 10 days prior to the Closing Date.

15. Real Estate Taxes. Seller acknowledges that Buyer is a tax-exempt governmental entity. Seller will be responsible for complying with Section 196.295 of the Florida Statues prior to Closing. The requirements for compliance with Section 196.295 provided by the Broward County Property Appraiser will be as follows:

    a. Once the Closing Date has been determined, Closing Agent will submit a written formal request to the Broward County Property Appraiser's Office via email or regular mail for a proration letter. A proration letter will be provided by Property Appraiser displaying the prorated amount of taxes due to date of closing.

    b. Taxes will be prorated on the Closing Statement based on the amount set forth in the Property Appraiser's letter plus an additional 25% of the tax proration (the additional 25% is the "Tax Escrow") to cover any additional taxes required to be paid upon issuance of the current year's tax bill for the Property.

    c. After the Closing, Closing Agent will submit to the Tax Collector the Property Appraiser's escrow letter and the prorated tax amount of taxes stated to be due in the Property Appraiser's letter, and obtain a receipt for the deposit of the estimated taxes. Closing Agent will provide a copy of the Tax Collector Receipt to Buyer

    d. After issuance of the actual tax bill for the Property, and upon request by Seller, Closing Agent will refund to Seller any excess funds remaining in the Tax Escrow.

16. At closing, Seller shall deliver the Property vacant and in broom swept condition.

Initial

JW

BUYER (initials) ________

SELLER (initials) ________

IN WITNESS WHEREOF, the Buyer and the Seller have entered into this Addendum effective as of the date it is executed by Buyer and Seller, as set forth below:

BUYER:

Opa-Locka Community Redevelopment Agency

Signed by:

By: Jason Walker

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Name: Jason Walker

Title: Interim Executive Director

SELLER:

LIBERTY BELL ENTERPRISES, INC.,
a Florida corporation

By: ______________________________
Name: ____________________________
Title: ______________________________

Initial

BUYER (initials) JW________

SELLER (initials) ________

ADDENDUM NO. ONE TO THAT CERTAIN COMMERCIAL CONTRACT
BETWEEN JOANN BALL, AS SELLER AND
OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY, AS BUYER

This Addendum No. One (the "Addendum") is to be made part of and incorporated into the Commercial Contract dated as of the date hereof, ("Contract") between **JOANN BALL ("Seller") AND OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY ("Buyer")** for the purchase of the property located at 14441 NW 27 Avenue, Opa-Locka, Florida 33054 and legally described in Exhibit "A" attached hereto ("Property").

Buyer and Seller may each be referred to herein as a "Party" and collectively as the "Parties". The Contract and this Addendum together constitute the "Agreement".

The Seller and the Buyer agree as follows:

1. Seller acknowledges that this Contract is contingent on approval by the Board/Council of the Opa-Locka Community Redevelopment Agency Board (the "Board"). If the Board does not approve the Contract, the Contract will be null and void and any deposits paid herein will be returned to the Buyer. If the Board has not approved this Contract within 45 days from the Effective Date ("Board Approval Period"), the Contract shall be deemed as not approved and the Contract will be null and void and any deposits paid herein will be returned to the Buyer. Seller agrees that it shall not enter into another contract for the sale of the Property during the stated 45-day period.

2. Buyer selects Weiss Serota Helfman Cole & Bierman, P.L. to act as Escrow, Title and Closing Agent. Buyer will be responsible for title and lien search reports and title insurance.

3. Buyer shall have 3 days from the Effective Date to provide written evidence, to Seller, of the request to the State of Florida, for the Initial Deposit. Buyer and Seller agree and understand the State of Florida's processing time for funds can take 15-30 business days, from Effective Date. In the event that the Initial Deposit is not made with this time period, Seller may, at Seller's option, cancel this Contract.

4. Section 5, Third Party Financing is hereby deleted in its entirety.

5. Buyer shall have 3 days from the end of the Due Diligence period to provide written evidence, to the Seller, of the request to the State of Florida, for the Additional Deposit. Buyer and Seller agree and understand the State of Florida's processing time for funds, can take 15-30 business days, from end of the Due Diligence period. In the event that the Additional Deposit is not made within this time period, Seller may, at Seller's option, cancel this Contract.

6. The Effective Date of this Contract is the date both parties sign the Contract, provided however, that the parties acknowledge that the Buyer's signature remains contingent on Board/Council approval as set forth in this Addendum.

7. The Due Diligence Period expires 30 days after the Board Approval Period expires. Seller agrees to extend the Due Diligence Period for the Environmental Phase 1 and Environmental 2 Inspections, if recommended by engineer; provided however, such extension of the Due Diligence Period shall not exceed sixty (60) days.

8. Seller, at Seller's cost and expense, shall be responsible to close all open permits and code enforcement matters on or before the Closing Date.

9. Closing Date will be 30 days after the Due Diligence Period expires.

10. Buyer has 15 days prior to closing to examine title/survey and give written notice ("Notice") to Seller of any title defects.

11. Seller shall have 15 days, from receipt of Notice, to cure any title defect.

Initial

BUYER (initials) JW ________

SELLER (initials) ________

12. Closing Documents. At Closing, Seller shall deliver to Buyer the documents and items listed below.

    a. Statutory Warranty Deed, conveying title to the Property
    b. A No Lien, Gap and FIRPTA Affidavit;
    c. A Closing Statement to be signed by Seller and Buyer;
    d. Any documents required to cure or remove any Title Defects; and
    e. Other documents reasonably required by Buyer or by the Title Company

13. Section 286.23 Disclosure. Seller shall comply with the provisions of Section 286.23, Florida Statues, regarding disclosure of beneficial interests at least 10 days prior to the Closing Date.

14. Real Estate Taxes. Seller acknowledges that Buyer is a tax-exempt governmental entity. Seller will be responsible for complying with Section 196.295 of the Florida Statues prior to Closing. The requirements for compliance with Section 196.295 provided by the County Property Appraiser will be as follows:

    a. Once the Closing Date has been determined, Closing Agent will submit a written formal request to the County Property Appraiser's Office via email or regular mail for a proration letter. A proration letter will be provided by Property Appraiser displaying the prorated amount of taxes due to date of closing.

    b. Taxes will be prorated on the Closing Statement based on the amount set forth in the Property Appraiser's letter plus an additional 25% of the tax proration (the additional 25% is the "Tax Escrow") to cover any additional taxes required to be paid upon issuance of the current year's tax bill for the Property.

    c. After the Closing, Closing Agent will submit to the Tax Collector the Property Appraiser's escrow letter and the prorated tax amount of taxes stated to be due in the Property Appraiser's letter, and obtain a receipt for the deposit of the estimated taxes. Closing Agent will provide a copy of the Tax Collector Receipt to Buyer

    d. After issuance of the actual tax bill for the Property, and upon request by Seller, Closing Agent will refund to Seller any excess funds remaining in the Tax Escrow.

15. Section 787.06(13), Florida Statutes. Seller shall comply with the provisions of Section 787.06(13), Florida Statues, requiring Seller to provide an Affidavit of Compliance for Noncoercive Conduct to Title Agent, at least 10 days prior to the Closing Date.

16. At Closing, Seller shall deliver the Property vacant and in broom swept condition.

This space intentionally left blank
Signature(s) on following page

Initial

BUYER (initials) JW________

SELLER (initials) ________

IN WITNESS WHEREOF, the Buyer and the Seller have entered into this Addendum No. One, effective as of the date it is executed by Buyer and Seller, as set forth below:

BUYER:

OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY

Signed by:

By: Jason Walker ______________________________

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Name: Jason Walker
Title: Interim Executive Director

SELLER:

____
JoAnn Ball

Initial

BUYER (initials) JW ________

SELLER (initials) ________

Exhibit "A"
(Legal Description)

Lots 5 & 6, Block 309, of Opa-Locka Center, according to the Plat thereof, as recorded in Plat Book 45, Page 71, of the Public Records of Miami-Dade County, Florida.

Parcel ID Number: 08-2122-002-0150

Property Address: 14441 NW 27 Avenue, Opa-Locka, Florida 33053

Initial
JW
BUYER (initials) ________

SELLER (initials) ________

Commercial Contract

1. **PARTIES AND PROPERTY:** *Opa-Locka Community Redevelopment Agency* ("Buyer") agrees to buy and *JoAnn Ball* ("Seller") agrees to sell the property at:

Street Address: *14441 NW 27 Avenue, Opa Locka, Florida 33053*

Legal Description: *Lots 5 and 6, Block 309, of Opa Locka Center, according to the plat thereof, recorded in Plat Book 45, Page 71, of the Public Records of Miami-Dade County, Florida under Folio Number: 08-2122-002-0150*

and the following Personal Property: ____________________

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ *650,000.00*

(a) Deposit held in escrow by: *Weiss, Serota, Helfman, Cole & Bierman, P.L.* $ *32,500.00*
("Escrow Agent") (checks are subject to actual and final collection) *see Addendum No. One*

Escrow Agent's address: *dtolces@wsh-law.com* Phone: *561-835-2111*

(b) Additional deposit to be made to Escrow Agent
☒ ~~within ____ days (3 days, if left blank) after completion of Due Diligence Period or~~ *see Addendum No. One*
☐ within ____ days after Effective Date $ *32,500.00*

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ ________

(d) Total financing (see Paragraph 5) ________ $ ________

(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 via wire transfer. $ *585,000.00*

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

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 *November 24, 2025*, 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** or ____________________**.** Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed . **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

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

(a) Closing Date: This transaction will be closed on ***30 days after the Due Diligence period ends*** (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.

(b) Location: Closing will take place in ***Miami-Dade*** 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: On or before _____ 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 $________________, with a fixed interest rate not to exceed _____% 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 _____ years, and amortized over ______ 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 ____ 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. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-~~approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.~~

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special 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 _____ days after Effective Date or at least ***20*** 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 (2) **Buyer** delivers proper written notice and **Seller** cures the defects within *15* days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **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 *5* 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:
NONE____,
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, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $______________ (1.5% of the purchase price, if left blank). 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~~ **Board Approval, See Addendum No. One** ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **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. **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 term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; 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**

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

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 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 after closing, as to 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 (if applicable); 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**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority 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.

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Buyer (JW) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

(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 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. FORCE MAJEURE: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. 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.

14. 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 elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may 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 **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.

15. 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.

16. 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,

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Buyer (JW) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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.

17. 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 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.

18. 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.

19. 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).

20. 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.

21. 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: *Red Realty LLC DBA Luxury Real Estate Properties / Amy McDaniel* *CQ1038162 / BK3016684*,
(Company Name) (Licensee)

19333 Collins Avenue, Apt 405, Sunny Isles Beach, Florida 33160 / 305-588-5533 / amymcdlrp@gmail.com,
(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) ____________________

____

(b) Buyer's Broker: *NONE* *NONE*,

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

(Company Name) (Licensee)

NONE ____,

(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 ☐ other (specify)

NONE ____

(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**.

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

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

23. ADDITIONAL TERMS:

see Addendum No. One for Additional Terms

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.

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

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

ATTENTION: SELLER AND BUYER

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.**

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.

Signed by:
Opa-Locka Community Redevelopment Agency
Jason Walker
FFFA81B4E1154E9...
______________________ Date: 11/20/2025
(Signature of Buyer

Jason Walker Tax ID No.: ______________________
(Typed or Printed Name of Buyer)

Title: ***Interim Executive Director*** Telephone: ______________________

______________________ Date: ______________________
(Signature of Buyer

______________________ Tax ID No.: ______________________
(Typed or Printed Name of Buyer)

Title: ______________________ Telephone: ______________________

Buyer's Address for purpose of notice ***w/o Weiss, Serota, Helfman, Cole & Bierman, P.L., Attn: David N. Tolces, Esquire***

Facsimile: ______________________ Email: ***dtolces@wsh-law.com***

______________________ Date: ______________________
(Signature of Seller)

JoAnn Ball Tax ID No.: ______________________
(Typed or Printed Name of Seller)

Title: ______________________ Telephone: ______________________

______________________ Date: ______________________
(Signature of Seller)

______________________ Tax ID No.: ______________________
(Typed or Printed Name of Seller)

Title: ______________________ Telephone: ______________________

Seller's Address for purpose of notice: ______________________

Facsimile: ______________________ Email: ______________________

Initial

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

City of Opa-locka
Agenda Cover Memo

Department Director:	______________________ Sha'mecca Lawson, Assistant City Manager	Date:	
City Manager:			
Department:	Community Redevelopment Agency	**Sponsor Name:**	
Meeting Date:	December 9, 2025	**Item Type:**	Resolution
Strategic Plan Related:	No	**Strategic Plan Priority Area:**	Enhanced Organizational Business and economic development Public Safety Quality of Education Quality of Life and City Image Communication
Strategic Plan Objective/Strategy:			

Short Title:

Staff Summary:

Fiscal Impact: No

Funding Source: *(Account Number)*	**Advertising Requirement:** No
Contract/P.O. Required: No	**RFP/RFQ/Bid#:**

Proposed Action:

Attachment(s):

1. Resolution - 25 - AMENDED ANNUAL BUDGET FOR FISCAL YEAR 2025 BA4
2. FY 25 - BA #4

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 GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, TO REALLOCATE FUNDS FROM GREEN PROJECTS TO HOME IMPROVEMENT ASSISTANCE, 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; AND 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 Green Projects to Home Improvement Assistance 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 General Operating and Tax Increment Fund Budget for the Fiscal Year commencing October 1, 2024 and ending September 30, 2025, to allocate funds for the purchase of computer equipment, to reallocate funds from Green Projects to Home Improvement Assistance, 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

____

Jannie Russell
OCRA Chair

ATTEST:

____

Jerome Senior
Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____

OCRA Attorney

Moved by: __________

Seconded by: __________________________

VOTE: 0 - 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) ____________

	CRA	FY 25 - Budget Amendment #4									
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	Budget Amend #4	Amended Bgt Thru BA #4	Commentary
180	**REVENUES**										
311110	City Tax Increment Revenue	1,774,382		1,774,382		1,774,382		1,774,382		1,774,382	
311120	County Tax Increment Revenue	898,252		898,252		898,252		898,252		898,252	
	Total Tax Increment Revenue	2,672,634	-	2,672,634		2,672,634		2,672,634		2,672,634	
383010	Fund Balance Carryover - Prior Year	4,351,846	217,545	4,569,391		4,569,391		4,569,391		4,569,391	
361100	Interest Earnings	150,000		150,000		150,000		150,000		150,000	
369900	Misc. Revenue	-		-		-		-		-	
	(A) REVENUE TOTAL	7,174,480	217,545	7,392,025		7,392,025		7,392,025		7,392,025	
	Administrative Expenditures:										
515320	Accounting & Audits	50,000		50,000		50,000		50,000		50,000	
515492	Advertising & Notices	6,000		6,000		6,000		6,000		6,000	
515401	Local Travel	2,000		2,000		2,000		2,000		2,000	
515341	County Admin Fee 1.5%	13,474		13,474		13,474		13,474		13,474	
515391	Administrative Fees (City)	5,000		5,000		5,000		5,000		5,000	
515448	Occupancy (City)	1,000		1,000		1,000		1,000		1,000	
515442	Insurance (City)	10,000		10,000		10,000		10,000		10,000	
515493	General Expense	2,000		2,000		2,000		2,000		2,000	
515510	Office Supplies	3,000		3,000		3,000		3,000		3,000	
515420	Postage/FedEx/Courier	2,000		2,000		2,000		2,000		2,000	
515342	Minutes Processing	2,000		2,000		2,000		2,000		2,000	
515540	Membership Dues	3,000		3,000		3,000		3,000		3,000	
515343	State Admin Fee	225		225		225		225		225	
515411	Telephone	2,500		2,500		2,500		2,500		2,500	
515413	Internet	2,500		2,500		2,500		2,500		2,500	
515430	Utilities	5,000		5,000		5,000		5,000		5,000	
	(B) Subtotal Adm. Exp	109,699	-	109,699		109,699		109,699		109,699	
	Operating Expenditures:										
513470	Printing & Binding	5,000		5,000		5,000		5,000		5,000	
515400	Out of Town Travel	15,000		15,000		15,000		15,000		15,000	
515547	Conferences & Meetings	5,000		5,000		5,000		5,000		5,000	
515541	Education	5,000		5,000		5,000		5,000		5,000	
514370	Legal Services/Court Costs	85,000		85,000		85,000	21,000	106,000		106,000	
515312	Professional Services	351,000		351,000		351,000		351,000		351,000	
515548	Home Improvement Assist	500,000	(250,000)	250,000		250,000		250,000	35,000	285,000	
515544	Commercial Grants	800,000		800,000		800,000		800,000		800,000	
515549	Mirco Business Grants	250,000	(100,000)	150,000		150,000		150,000		150,000	
515545	Home Ownership / Rental Assistance	200,000	(200,000)	-		-		-		-	
515646	Computer Equipment	-	-	-	12,000	12,000		12,000		12,000	
515340	Other Contracted Services	450,000	(216,000)	234,000	23,000	257,000	(23,000)	235,000		235,000	
	Total Operating Expenditures	2,666,000	(766,000)	1,900,000		1,935,000		1,934,000		1,969,000	
	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		2,000		2,000		2,000	
	Capital/Infrastructure	3,276,781	2,053,545	5,330,326		5,330,326		5,330,326		5,330,326	
	Total Cap Projects - Infrastructure	3,278,781	2,053,545	5,332,326		5,332,326		5,332,326		5,332,326	
	(C) Total Operating. Expense + Capital	7,124,480	217,545	7,342,025		7,377,025		7,376,025		7,411,025	
581950	**(D) Reserve/Contingency**	50,000		50,000		50,000		50,000		50,000	
	EXPENDITURE TOTAL (B+C+D)	7,174,480	217,545	7,392,025		7,427,025		7,426,025		7,461,025	
	YEAR-END CARRY-OVER	-	-	-							
	CAPITAL PROJECTS										
515601	Streetscapes	2,000		2,000		2,000		2,000		2,000	
515605	Green Projects	300,000	(150,000)	150,000	(12,000)	138,000	(21,000)	117,000	(35,000)	82,000	Moved to Home Improvement Assist
515606	Titus Butterfly Project	60,000		60,000	(23,000)	37,000	23,000	60,000	23,000	60,000	
515607	Park Amendities	250,000	(250,000)	-							
519621	Building Purchase	2,664,781	2,453,545	5,118,326		5,118,326		5,118,326		5,118,326	
		-									
	Total Project Dollars:	3,276,781	2,053,545	5,330,326		5,295,326		5,297,326		5,262,326	

	CRA - Admin Expense	FY 25 - Budget		
ACCT	Account Title	Adopted Budget	Budget Amend #1	Amended Through BA #1
	Administrative Expense			
	Administrative Fees (City)	5,000		5,000
	Insurance (City)	10,000		10,000
	Office Supplies	3,000		3,000
	Postage/FedEx/Courier	2,000		2,000
	Minutes Processing	2,000		2,000
	Membership Dues	3,000		3,000
	General Expense / State Admin Fee	2,225		2,225
	Telephone	2,500		2,500
	Internet	2,500		2,500
	Electricity / Water	5,000		5,000
				-
				-
				-
				-
				-
	Total Administrative Expense	37,225	-	37,225

Amendment #1
Commentary

City of Opa-locka
Agenda Cover Memo

Department Director:	Sha'mecca Lawson, Assistant City Manager	Date:	
City Manager:			
Department:	Community Redevelopment Agency	**Sponsor Name:**	
Meeting Date:	December 9, 2025	**Item Type:**	Resolution
Strategic Plan Related:	No	**Strategic Plan Priority Area:**	Enhanced Organizational Business and economic development Public Safety Quality of Education Quality of Life and City Image Communication
Strategic Plan Objective/Strategy:			

Short Title:

Staff Summary:

Fiscal Impact: No

Funding Source: *(Account Number)*	**Advertising Requirement:** No
Contract/P.O. Required: No	**RFP/RFQ/Bid#:**

Proposed Action:

Attachment(s):

1. Resolution - 25 - AMENDED ANNUAL BUDGET FOR FISCAL YEAR 2026 BA1
2. FY 26 BA1

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 GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, TO REALLOCATE FUNDS FROM FUND BALANCE CARRYOVER TO BUILDING PURCHASES, 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; AND 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, 2025 and ending September 30, 2026 ("FY 2025-2026"), 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 property, and to reallocate funds from Fund Balance Carryover to Building Purchases 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 FY2025-2026 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 General Operating and Tax Increment Fund Budget for the Fiscal Year commencing October 1, 2025 and ending September 30, 2026, to allocate of certain funds for the purchase of property, and to reallocate funds from Fund Balance Carryover to Building Purchases, 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

____

Jannie Russell
OCRA Chair

ATTEST:

____

Jerome Senior
Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____

OCRA Attorney

Moved by: __________

Seconded by: __________________________

VOTE: 0 - 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) ____________

CRA

ACCT	Account Title	Adopted Budget	Budget Amend #1
180	REVENUES		
311110	City Tax Increment Revenue	1,774,382	
371,009	Rent Revenue	70,000	
311120	County Tax Increment Revenue	1,064,152	
	Total Tax Increment Revenue	2,908,534	-
383010	Fund Balance Carryover - Prior Year	415,034	1,146,981
361100	Interest Earnings	130,000	
369900	Misc. Revenue	-	
	(A) REVENUE TOTAL	3,453,568	1,146,981
	Administrative Expenditures:		
515320	Accounting & Audits	50,000	
515492	Advertising & Notices	6,000	
515401	Local Travel	2,000	
515341	County Admin Fee 1.5%	15,962	
515391	Administrative Fees (City)	5,000	
515448	Occupancy (City)	1,000	
515442	Insurance (City)	10,000	
515493	General Expense	2,000	
515510	Office Supplies	3,000	
515420	Postage/FedEx/Courier	2,000	
515342	Minutes Processing	500	
515540	Membership Dues	3,000	
515343	State Admin Fee	225	
515411	Telephone	2,500	
515413	Internet	2,500	
515430	Utilities	10,000	
	(B) Subtotal Adm. Exp	115,687	-
	Operating Expenditures:		
513470	Printing & Binding	5,000	
515480	Marketing/Promotional Events/Positioning		
515400	Out of Town Travel	20,000	
515547	Conferences & Meetings	6,000	
515541	Education	5,000	
514370	Legal Services/Court Costs	85,000	
515312	Professional Services	392,700	
515548	Home Improvement Assist	135,000	
515544	Commercial Grants	150,000	
515549	Micro Business Grants	100,000	
515545	Home Ownership / Rental Assistance (Aff	350,000	
515464	Police Agreement	120,000	
515464	Code Enforcement Employee	50,000	
515646	Computer Equipment	11,000	
515340	Other Contracted Services	279,200	

	Total Operating Expenditures	1,708,900	-
	<u>CAPITAL PROJECTS - Grants & Other</u>		
515601	Streetscapes	150,000	
515605	Green Projects	100,000	
5776001	Development Assistance	620,000	
5776007	Park Amenities	250,000	
519621	Building Purchase	450,000	1,146,981
		-	
	Total Cap Projects - Grants & Other	1,570,000	1,146,981
	<u>CAPITAL PROJECTS - Infrastructure</u>		
541461	Capital Maintenance	2,000	
	Total Cap Projects - Infrastructure	2,000	-
	(C) Total Operating. Expense + Capital	3,396,587	1,146,981
581950	(D) Reserve/Contingency	50,000	
	EXPENDITURE TOTAL (B+C+D)	3,446,587	1,146,981
	YEAR-END CARRY-OVER	6,981	-
	<u>CAPITAL PROJECTS</u>		
515601	Streetscapes	150,000	
515605	Green Projects	100,000	
515606	Titus Butterfly Project	620,000	
515607	Park Amendities	250,000	
519621	Building Purchase	450,000	
		-	
	Total Project Dollars:	1,570,000	-

Amended Bgt Thru BA #1
1,774,382
70,000
1,064,152
2,908,534
1,562,015
130,000
-
4,600,549
50,000
6,000
2,000
15,962
5,000
1,000
10,000
2,000
3,000
2,000
500
3,000
225
2,500
2,500
10,000
115,687
5,000
-
20,000
6,000
5,000
85,000
392,700
135,000
150,000
100,000
350,000
120,000
50,000
11,000
279,200

1,708,900
150,000
100,000
620,000
250,000
1,596,981
-
2,716,981
2,000
2,000
4,543,568
50,000
4,593,568
6,981
150,000
100,000
620,000
250,000
450,000
1,570,000