

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen, Redevelopment Administrator 954-797-2093

PREPARED BY: Will Allen

SUBJECT: Ratifying Contract For Sale And Purchase Of Real Estate, 6361 SW 41 Place

AFFECTED DISTRICT: District 1

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: CONTRACT RATIFICATION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RATIFYING THE CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE BY AND BETWEEN CHARLES BARNETTE (“SELLER”) AND THE DAVIE COMMUNITY REDEVELOPMENT AGENCY (“BUYER”) FOR PROPERTY AT 6361 SW 41 PLACE ALSO KNOWN AS LOT 1 OF WHITE PARK SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGE 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE. (\$187,500)

REPORT IN BRIEF: The CRA Board approved the contract for the purchase of 6361 SW 41 Place at their meeting of July 9, 2008. This lot is on the north side of SW 41 Place directly east of the alley behind the lots on Davie Road. The CRA has already purchased the adjoining lot to the east. The lot is being purchased for less than the asking price. The contract calls for the purchase price of \$187,500 including deposit of \$18,750 which will be escrowed prior to closing. This purchase price is less than the appraised value. It is planned to place a parking lot on this lot and the adjoining lot to supplement parking along Davie Road. We plan on closing within the next 30-45 days.

PREVIOUS ACTIONS: None

CONCURRENCES: The CRA Board approved the award of contract for sale and purchase at their meeting of July 9, 2008.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$187,500

Account Name: CRA Special Projects, 010-0405-515-0502

RECOMMENDATION(S): Approve Resolution

Attachment(s): Resolution and Contract For Sale And Purchase

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RATIFYING THE CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE BY AND BETWEEN CHARLES BARNETTE (“SELLER”) AND THE DAVIE COMMUNITY REDEVELOPMENT AGENCY (“BUYER”) FOR PROPERTY AT 6361 SW 41 PLACE ALSO KNOWN AS LOT 1 OF WHITE PARK SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGE 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Davie Community Redevelopment Agency is empowered to purchase real property within the limits of the CRA District, and

WHEREAS, property within the CRA, specifically at 6361 SW 41 Place was placed on the real estate market by the owner of the property, and

WHEREAS, the CRA sees a public purpose in purchasing the property with the intent to place a public parking lot upon the property to serve adjoining commercial uses.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA;

SECTION 1. The Town of Davie does hereby ratify the Contract For Sale and Purchase of Real Property by and between Charles Barnette (“Seller”) and the Davie Community Redevelopment Agency (“Buyer”) for property at 6361 SW 41 place also known as Lot 1 of White Park Subdivision according to the Plat thereof as recorded in Plat Book 48, Page 42 of the Public Records of Broward County, Florida, in the amount of \$187,500.

SECTION 2. The Mayor is authorized to acknowledge such approval by affixing his signature to said Resolution.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008.

1. PURCHASE AND SALE: Davie Community Redevelopment Agency ("Buyer")

2. agrees to buy and Charles Bernette ("Seller")

3. agrees to sell the property described as: Street Address:
6361 SW 41 Place, Davie FL 33314-3411

4. Legal Description:
White Park 48-42 Lot 1 Tax # 5041-26-13-0300

5. and the following Personal Property:
NONE

6. (all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

7. PURCHASE PRICE: WB \$ 187,500.00

8. (a) Deposit held in escrow by ASM Real Estate, Inc. Billy, (achra), Lyle, Heather M \$ 2,000.00
WA CB

9. (b) Additional deposit to be made within 5 days from Effective Date \$ 16,750.00

10. (c) Total mortgages (as referenced in Paragraph 3) \$ _____

11. (d) Other: _____ \$ _____

12. (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn certified or cashier's check or wire transfer. \$ 168,750.00

13. ~~THIRD PARTY FINANCING: Within _____ days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for~~

14. ~~third party financing in the amount of \$ _____ or _____ % of the purchase price to be amortized over a period of _____~~

15. ~~years and due in no less than _____ years and with a fixed interest rate not to exceed _____ % per year or variable interest rate not~~

16. ~~to exceed _____ % at origination with a lifetime cap not to exceed _____ % from initial rate, with additional terms as follows:~~

17. ~~Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,~~

18. ~~employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining~~

19. ~~financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within _____ days from~~

20. ~~Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be,~~

21. ~~returned to Buyer in accordance with Paragraph 9.~~

22. Buyer (WB) () and Seller (CB) () acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.

31 THE SELLER OWNS THE PROPERTY IN HIS FULL LEGAL CAPACITY TO AND WILL CONVEY MARKETABLE TITLE TO THE PROPERTY BY STATUTORY WARRANTY DEED
32 OTHER _____, free of liens, easements and encumbrances of record or known to Seller,
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34 other matters to which title will be subject) _____
35 _____
36 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
37 Other _____

38 (a) Evidence of Title: Seller will, at (check one) Seller's Buyer's expense and within 30 days from Effective Date
39 prior to Closing Date from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
40 a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in
41 the amount of the purchase price for fee simple title subject only to exceptions stated above.
42 an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as
44 a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all
46 documents recited in the prior policy and in the update.

47 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
48 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper
49 written notice and Seller cures the defects within 10 days from receipt of the notice ("Curative Period"). If the defects are
50 cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may
51 elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52 not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to
53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55 charges and title examination.

56 (c) Survey: (check applicable provisions below)

57 Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and
58 engineering documents, if any, and the following documents relevant to this transaction: _____
59 _____, prepared for Seller or in Seller's
60 possession, which show all currently existing structures.
61 Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title evidence,
62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the
63 Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing
64 encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

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

66 (e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67 5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Broward County, Florida on
68 or before the _____ or within 60 days from Effective Date ("Closing Date"), unless otherwise extended
69 herein. Seller Buyer will designate the closing agent. Buyer and Seller will, within 3 days from Effective Date, deliver to
70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

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

75 (b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,
76 tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of
77 the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
78 regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors
79 authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth
80 facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer
81 will provide the closing statement, mortgages and notes, security agreements and financing statements.

82 Buyer (WA) (____) and Seller (CS) (____) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

84 as of _____; real estate taxes, bond and assessment payments assumed by Buyer, interest,
85 rents, association dues, insurance premiums acceptable to Buyer, operational expenses and _____
86 If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due
87 allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially
88 affecting the Property: See Addendum 001
89 Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the
90 improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.
91 (d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a
92 portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined
93 by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
94 appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required
95 and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds
96 and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

97 **6. ESCROW:** Buyer and Seller authorize ACM Real Estate, Inc.
98 Telephone: (954) 593-7204 Facsimile: (954) 941-1485 Address: 750 E. Sample Road Bldg 2 Suite 101
99 Pompano Beach, FL 33064 _____ to act as "Escrow Agent"

100 to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow
101 Agent will deposit all funds received in a non-interest bearing escrow account an interest bearing escrow account with
102 interest accruing to _____ with interest disbursed (check one) at closing
103 at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow
104 Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
105 agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106 escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107 notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items
108 previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or
110 interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with
111 such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor
112 of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of
113 escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

114 **7. PROPERTY CONDITION:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary
115 wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties
116 other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the
117 property. (Check (a) or (b)).

118 (a) **As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.
119 (b) **Due Diligence Period:** Buyer will, at Buyer's expense and within _____ days from Effective Date ("Due Diligence Period"),
120 determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of
121 the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and
122 investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering,
123 architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
124 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional
125 growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
126 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems
127 appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice
128 to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable.
129 Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.
130 Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence
131 Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132 Property and conduct inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs,
133 claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of
134 any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien
135 being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall
136 repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of
137 the inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the
138 inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be
139 immediately returned to Buyer and the Contract terminated.

To the extent permitted by law

140 Buyer (W.C.) (____) and Seller (CA) (____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

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

144 (c) Disclosures:

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

149 2. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any is located on the Real
150 Property.

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

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

158 10. DEFAULT:

159 (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
160 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If
161 Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

162 (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)
163 paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in
164 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the
165 deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained
166 by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

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

170 12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed
171 real estate Broker other than:

172 (a) Listing Broker: DiAnne Shumard, P.A.
173 who is an agent of ACM Real Estate, Inc. a transaction broker a nonrepresentative
174 and who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify)
175 Buyer shall not be responsible for payment of any Broker fees

176 _____
177 _____
178 (b) Cooperating Broker: NONE
179 who is an agent of _____ a transaction broker a nonrepresentative
180 and who will be compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to a
181 cooperating broker other (specify)

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

192 13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is not assignable
193 is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller
194 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195 Buyer (4) () and Seller (2) () acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

- 197 Arbitration
- 198 Section 1031 Exchange
- 199 Property Inspection and Repair
- 200 Seller Representations
- Seller Warranty
- Coastal Construction Control Line
- Flood Area Hazard Zone
- Seller Financing
- Existing Mortgage
- Other _____
- Other _____
- Other _____

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

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

218 **DEPOSIT RECEIPT:** Deposit of \$ _____ by _____ check other _____ received on
 219 _____ by _____
 220 _____
 Signature of Escrow Agent

221 **OFFER:** Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller and a
 222 signed copy delivered to Buyer or Buyer's agent no later than _____ a.m. p.m. on _____
 223 Buyer may revoke this offer and receive a refund of all deposits.

224 Date: 07/11/08 BUYER: Will Allen - Duval Community Redevelopment Agency Tax ID No: _____

225 Title: Redevelopment Administrator Telephone: 954-797-2053 Facsimile: 954-797-1200
 226 Address: 3921 SW 47 Ave, Suite 604, Duval FL 32314

227 Date: _____ BUYER: _____ Tax ID No: _____

228 Title: _____ Telephone: _____ Facsimile: _____
 229 Address: _____

230 **ACCEPTANCE:** Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (subject to the
 231 attached counter offer).

232 Date: 07/15/08 SELLER: Charles R Bant Tax ID No: _____

233 Title: Owner Telephone: (604) 69-4791 Facsimile: N/A
 234 Address: 229 Yeakoe Camp Road, Tallahassee, FL 32303

235 Date: _____ SELLER: _____ Tax ID No: _____

236 Title: _____ Telephone: _____ Facsimile: _____
 237 Address: _____

238 Buyer (WA) (____) and Seller (SB) (____) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

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Addendum No. 991 to the Contract dated 7/27/2008 between
Charles Bernette (Seller)
 and Davie Community Redevelopment Agency (Buyer)

concerning the property described as:
6361 SW 41 Place, Davie, FL 33314-3411

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

- 1) Property sold "AS IS".
- 2) House has termites
- 3) Impact taxes due at the end of the year and any other related expenses to the sewer project is the buyers responsibility

Date: 09/11/08

Buyer: Will Allen

Date: _____

Buyer: _____

Date: 07/15/08

Seller: Charles R Bernette

Date: _____

Seller: _____

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