

RESOLUTION NO. 08-64

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ACCEPTING THE FINAL PLAT OF AXELAJA ESTATES, LOTS 1, 2, AND 3, BLOCK 1, OF "AXELAJA ESTATES," LOCATED AT SW 83RD AVENUE AND 184TH STREET, PALMETTO BAY, FLORIDA, MORE SPECIFICALLY THE SOUTH 237 FEET OF THE WEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ LESS THE NORTH 202 FEET OF THE EAST 215 FEET, WHICH INCLUDES AND IS NOT LESS THAN THE SOUTH 237 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ LESS THE EAST 215 FEET IN SECTION 34, TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, PB Partners Development, LLC, now presents to the Village Council a final plat of certain lands lying in Palmetto Bay, Florida, said plat to be known as Axelaja Estates, located at SW 83rd Avenue and 184th Street, Palmetto Bay, Florida, a final plat of Lot 1, 2, and 3, Block 1, of "Axelaja Estates", more specifically the south 237 feet of the west ¼ of the southwest ¼ of the southeast ¼ of the southwest ¼ less the north 202 feet of the east 215 feet, which includes and is not less than the south 237 feet of the east ½ of the southeast ¼ of the southwest ¼ less the east 215 feet in section 34, township 55 south, range 40 east, lying and being in Miami-Dade County, Florida; and,

WHEREAS, the Miami-Dade County Public Works Department and the Village of Palmetto Bay Zoning Department have completed their standard review process and have approved this final plat; and,

WHEREAS, it appears that all requirements of the law concerning this plat insofar as the regulations of the authority of this Council are concerned, have been complied with; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1: This final plat of Axelaja Estates is hereby approved; that the dedication of streets, alleys and other rights of way however designated or depicted on said plat is hereby accepted; that plat restrictions as may be listed on the plat are approved and are to be enforced; that the approval of the plat is not a waiver of any zoning regulations and that the requirements of the zoning existing on this land at the time this resolution is approved shall be enforced; this approval is conditioned upon proper execution of all documents required by the Village's Attorney's office.

Section 2: The Mayor is authorized to execute said final plat.

Section 3: This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 7th day of July, 2008.

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ATTEST: Meighan Rader
Meighan Rader
Village Clerk

Eugene P. Flinn Jr.
Eugene P. Flinn Jr.
Mayor

READ AND APPROVED AS TO FORM:

Eve Boutsis
Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Ed Feller YES
- Council Member Paul Neidhart YES
- Council Member Shelley Stanczyk YES
- Vice-Mayor Linda Robinson YES
- Mayor Eugene P. Flinn Jr. NO

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initiated by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between Eugene W. Rees (Seller) and Village of Palmetto Bay, Florida (Buyer) concerning the Property described as 9495 S.W. 180th Street, Village of Palmetto Bay, FL

LEAD-BASED PAINT DISCLOSURE

Buyer's initials - Seller's initials: If to be made a part of the Contract.

(ER)(ER)

Lead-Based Paint Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (INITIAL)

ER (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):

Known lead-based paint or lead-based paint hazards are present in the housing.

Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

ER (b) Records and reports available to the Seller (CHECK ONE BELOW):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____

Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

_____ (c) Buyer has received copies of all information listed above.

_____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ (e) Buyer has (CHECK ONE BELOW):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

_____ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Eugene W. Rees
SELLER

7/2/08
DATE

[Signature]
BUYER

7-3-08
DATE

SELLER

DATE

BUYER

DATE

Listing Licensee

DATE

Selling Licensee

DATE

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

REAL ESTATE PURCHASE AND SALE AGREEMENT

PARTIES: Eugene W. Rees as "Seller", and The Village of Palmetto Bay, as "Buyer", hereby agree that the Seller shall sell and Buyer shall buy the following described Property pursuant to the terms and conditions herein (including attachments):

1. DESCRIPTION:

See Exhibit 1 attached hereto.

2. PURCHASE PRICE: **\$574,900.00**

- a. Escrow Deposit: **\$10,000.00**
- b. Additional Escrow Deposit To Be Made To Escrow Agent : N/A
- c. Assumption Of Existing Mortgage In Good Standing: N/A
- e. New Mortgage Financing With A Lender In The Amount Of: N/A
- f. Purchase Money Mortgage And Note To Seller: N/A
- g. Other – relating to paragraph 23 - \$0.00
- h. Balance To Close By Cash Or Locally Drawn wire transfer Or Official Bank Check, Subject To Adjustment Or Prorating: **\$564,900.00**

~~TOTAL \$564,900.00~~ 

- a. All funds held in the trust account of Lott and Levine in the firm's interest bearing trust account, with interest accruing to the benefit of Buyer and either applied toward the purchase price at closing or returned to Buyer in the event and for any reason the transaction does not close.

3. The Village Council is to approve the contract at the July 7th Council meeting. If approved by the Village Council Buyer shall deliver written notice of said approval to Seller not later than 5:00 p.m. on July 10, 2008. If Seller has not received such notice by that time, this purchase and sale agreement shall be considered null and void.



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4. TITLE EVIDENCE: Within ten (10) days from the Effective Date, Buyer shall, at its expense, obtain, in accordance with Paragraph 6, a title insurance commitment with fee owner's title policy premium to be paid by Buyer at closing.

5. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: If this offer is not executed by both of the parties hereto on or before July 3, 2008 the aforesaid deposit(s) shall be, at the option of the Buyer, returned to the Buyer and this offer shall thereafter be null and void. The date of Contract ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.

6. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on September 10, 2008, or upon three (3) days notice from Seller to Buyer given after end of inspection period, unless extended by other provisions of Contract, or by written agreement of the Parties. Closing shall not be complete until the Seller has received cleared funds in his bank account. Closing agent shall not records or deliver Sellers deed or other documents until said receipt of funds is confirmed.

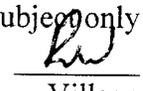
7. RESTRICTIONS, EASEMENTS, LIMITATIONS: The Buyer shall take title subject only to: zoning, restrictions, prohibitions and other requirements imposed by the applicable governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for year of closing and subsequent years.

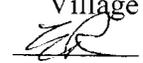
8. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at completion of Closing unless otherwise stated herein. Buyer assumes all risks of loss to Property.

9. ASSIGNABILITY: Neither party may assign this Contract.

10. EFFECTIVE DATE: For purposes of this Agreement, Effective date shall mean the date upon which the last of either party executes this Agreement.

11. EVIDENCE OF TITLE: Within ten (10) days from the Effective Date hereof, Buyer, at Buyer's sole cost and expense, shall cause a title insurance company mutually acceptable to the Parties ("Title Company") to issue and deliver to Seller an ALTA Form B title commitment ("Title Commitment") accompanied by one copy of all documents affecting the Property, and which constitute exceptions to the Title Commitment not permitted by this Contract. The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only



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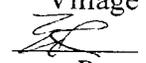
to the matters contained in Paragraph 7 and those discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law. Buyer shall give Seller written notice on or before ten (10) days from the date of receipt of the Title Commitment, if the condition of title as set forth in such Title Commitment and survey is not satisfactory in Buyer's sole discretion. In the event that the condition of title is not acceptable, Buyer shall state which exceptions to the Title Commitment are unacceptable. Seller shall, at its sole cost and expense promptly undertake and use its best efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer; provided however, Seller shall not be required to engage in any litigation to cure any alleged defects nor shall Seller be required to expend more than \$3,000.00 to eliminate or modify said matters to Buyer's satisfaction. In the event Seller is unable with the exercise of due diligence to satisfy said objections within thirty (30) days after said notice, Buyer may, at its option: (i) accept title subject to the objections raised by Buyer, without an adjustment in the purchase price, in which event said objections shall be deemed to be waived for all purposes, or (ii) rescind this Agreement, whereupon the deposit described herein shall be returned to Buyer and this Agreement shall be of no further force and effect. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found to be unmarketable, use diligent effort to correct the defect(s) within the time and cost stated above. If Seller is unable to correct the defects within said times and cost, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. Buyer shall have at least 14 days and not more than 21 days after Seller has notified Buyer that title is acceptable (subject to delivery of deed at Closing and title matters, if any, that were not of record on the effective date of the title commitment) to set a new closing date acceptable to Buyer.

SP
RW

BUYER SELLER

12. CURRENT SURVEY: Within thirty (30) days from the Effective Date, Buyer, at Buyer's sole cost and expense, shall furnish a current boundary survey of the Property prepared and certified by a duly registered Land Surveyor.

13. WOOD DESTROYING ORGANISMS/TERMITES: Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") at least ten (10) days prior to Closing to determine if there is any viable active Wood Destroying Organism infestation or visible damage from Wood Destroying Organism infestation, excluding fences. If either or both are found, Buyer may, within five (5) days from date of written notice thereof, have cost of treatment of active infestation estimated by the Operator and all damage inspected and estimated by an appropriately licensed contractor. However, no treatment or repair shall be performed by Buyer prior to closing and no treatment shall be performed or paid for by Seller. "Wood Destroying Organisms" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.


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14. INGRESS AND EGRESS: To the best of Seller's knowledge there is ingress and egress to the Property sufficient for the present use, and title to the Real Property is insurable in accordance with paragraph 11 above without exception for lack of legal right of access.

15. LEASES: Seller shall, at least 20 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contract tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least five (5) days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

16. LIENS: Seller shall, as to the Property being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements to the Property for ninety (90) days immediately preceding date of closing. If the Property has been improved within said time, Seller shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers, and material men, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material men and further reciting that, in fact, all bills for work to the Property which could serve as a basis for a mechanic's lien or construction lien or a claim for damages have been paid or will be paid at closing.

17. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer.

18. PLACE OF CLOSING: Closing shall be held in the county wherein the Property is located, at the office of the attorney or other closing agent designated by Buyer.

19. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

20. DOCUMENTS FOR CLOSING: Seller shall furnish deed, mechanic's lien affidavit, gap affidavit and any corrective instruments that may be required in connection with perfecting the title. Buyer shall furnish closing statement.



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21. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by the Seller. ~~Documentary stamps and intangible tax on the mortgage, mortgagee title insurance commitment with related fees, and recording of the mortgage to Seller, deed and financing statements shall be paid by Buyer.~~ Charges for all title services, including without limitations, title evidence, title examination, and closing fees (including preparation of closing statement) shall be paid by the Buyer.

22. PRORATION/CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow (trust account) deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based upon the current's year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. A tax proration based on an estimate shall be final.

23. INSPECTION PERIOD AND RIGHT TO CANCEL:

- a. Buyer shall have 7 days from approval of purchase by the Village Council ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Inspection Period.
- b. Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.
- c. If the Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel the Contract by delivering facsimile or written notice of such election to Seller on or before expiration of the inspection Period to the address or facsimile number indicated under the Seller's signature. If Buyer timely cancels the Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under the Contract, except as provided in Subparagraph 2(b) above.


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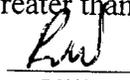
- d. Unless Buyer exercises the right to cancel granted in 2(c) above, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions, or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

24. RISK OF LOSS: If the property is damaged by fire, or other casualty prior to closing, and the cost of repair or restoration exceeds ten percent (10%) of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking the Property as is, together with any insurance proceeds payable by virtue of such loss or damage, or of canceling the Contract and receiving return of deposit(s) made hereunder. Otherwise Buyer shall not have the option of canceling the Contract and shall take the Property as is, together with any insurance proceeds payable by virtue of such loss or damage.

25. CONDEMNATION: If prior to the Closing there shall occur the taking by condemnation by a government body other than Buyer of all or such portion of the Property as would materially interfere with Buyer's use and enjoyment thereof or the material modification or termination of the current access to or from the Property or of sewer or other utility service, then, and in any such event, Buyer may terminate this Agreement by written notice given to Seller within fifteen (15) business days after Buyer has received the notice of such taking, or at the Closing, whichever is earlier. If Buyer does not elect to terminate this Agreement, then the Closing shall take place as herein provided without abatement of the Purchase Price, and there shall be assigned to Buyer at the Closing all of Seller's interest in any condemnation awards which may be payable to Seller on account of any such condemnation and Buyer shall receive a credit at Closing in an amount equal to any such condemnation awards paid to Seller prior to Closing.

26. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to, the lawn in its respective condition, existing as of Effective Date, ordinary wear and tear, and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and that the Property has been maintained as required by this Paragraph. Seller will assign any repair and treatment contracts and warranties to Buyer at Closing.

27. PROCEEDS OF SALE AND CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds in Seller's account. The cash proceeds of sale shall be paid to Seller at closing. Seller shall not be required to engage in any litigation or to expend greater than



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\$3,000.00 to cure any alleged defects. In the event Seller fails to timely cure any said defect, the closing shall not take place. In the event Buyer fails to make timely demand prior to closing, he shall take title as is, waiving all rights against Seller as to such intervening defect except as may be available to Buyer by virtue of warranties, if any, contained in deed.

28. ESCROW: Any escrow agent receiving funds is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of Contract. Failure of clearance of funds shall not excuse performance by the Buyer.

29. ATTORNEY FEES AND COSTS: In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

30. DEFAULT BY SELLER: In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default; Escrow Agent shall return the earnest money deposit to Buyer within three (3) days of default.

31. DEFAULT BY BUYER: In the event Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the failure of Seller to satisfy any of the conditions to Buyer's obligations, as set forth herein, Escrow Agent shall disburse the earnest money deposit to Seller within three (3) days of default.

32. MEMORANDUM OF CONTRACT NOT RECORDABLE: Neither this Contract nor any notice of it shall be recorded in any public records. This contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

33. PRORATIONS AND INSURANCE: Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property shall be prorated as of date of closing. Buyer shall have the option of taking over any existing policies of insurance on the Property, if assumable, in which event premiums shall be prorated. The cash at closing shall be increased or decreased as may be required by said prorations.



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34. CONVEYANCE: Seller shall convey title to the Property by special warranty deed subject only to the limitations contained in Paragraph 7 above and those other conditions accepted by Buyer.

35. UTILITIES: Seller shall, at no expense to Seller, actively work with Buyer to assist Buyer in obtaining all municipal permits for electrical, water, sewage, storm drainage, and other utility services for development of the Property.

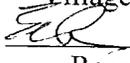
36. ENGINEERING PLANS AND STUDIES: Upon the execution hereof, Seller shall furnish to Buyer all surveys, which Seller has found, if any, relating to the Property, and all such information may be used by Buyer in such manner as it desires; provided that in the event Buyer fails to purchase the Property for any reason, all such information shall be returned to Seller together with any information that Purchaser may have compiled with respect to the Property.

37. PENDING LITIGATION: Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.

38. SURVIVAL OF REPRESENTATIONS AND WARRANTIES: The representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the closing date with the same force and effect as if made at that time, and all of such representations and warranties shall survive the closing and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto.

39. ACQUIRING APPROVALS: The obligation of Buyer to close is conditioned upon Buyer's having acquired all the necessary approvals and permits to use the Property for village hall/office space.

40. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the Parties hereto unless incorporated in this Contract. No modification or change in this Contract shall be valid or binding upon the Parties unless in writing, executed by the Parties to be bound thereby.


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41. DISCLOSURES:

- a) X CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installment which continue beyond closing and, if so, specify who shall pay amounts due after closing
 Seller X Buyer Other
- b) Radon is a naturally occurring radioactive gas that when 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 may be obtained from your County Public Health unit.

- c) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.
- d) A standard lead based paint disclosure is incorporated by this reference into this Agreement and is attached and signed by the Buyer and Seller.
- e) Seller is not a "foreign person" as defined by Foreign Investment in Real Property Tax Act.
- f) Mold Disclosure: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- g) Except where expressly stated herein to be such, Seller makes no disclosure, representation or warranty; and none is intended by Seller.

42. NO REPAIR COSTS: Seller shall not be responsible for any repairs or repair costs.

43. PROPERTY CONDITION:

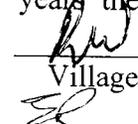
To assist Buyer in evaluating the Property and to comply with Seller's disclosure requirements under Florida Law, Seller provides the following information to the best of his knowledge and without inquiry as to correctness or completeness:



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- a. I have received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety violation.
- b. I am unaware of any claim or assessments existing, pending or proposed, affecting my property.
- c. The property was surveyed about fifteen (15) years ago. The eastern half of the property slopes down and very heavy rain water accumulates in the street. The park and the new home built to the east exacerbate the problem. The people living directly across from the new home are the ones with a problem and possibly the new home. Drainage is needed there. The only existing fences were placed by the bank to the west and, the Village of Palmetto Bay to the north and might or might not be on my Property.
- d. My house was built over fifty (50) years ago and has been modified and repaired internally and externally since its original construction. I know of no fuel tanks being on my property now or previously. I would not know the chemical make-up but if it was standard to use lead based paint in years past some lead based paint was likely to have been used on or in my house.
- e. Before I acquired the property (probably twenty (20) or thirty (30) years ago) termites were found in the house and they were exterminated. About seven (7) or eight (8) years ago the neighbors got together and had our houses tented because we could get a good price as a group. I have seen no evidence of a termite infestation since. The company that tented my house maintains a contract in case a termite problem does occur.
- f. The roof of my house was damaged in hurricane Andrew. I had to replace some of the tongue and groove with plywood. Although I am not an engineer, I feel the roof was repaired well. I am unaware of any leaks in the roof. However, the roof is over fifteen (15) years old and will have to be replaced before long.
- g. The house was built on a concrete slab. Galvanized pipe was placed under the slab. Not long after the house was built (maybe ten (10) years) the hot water line was leaking and was replaced over a period of years the



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galvanized pipe has been replaced with copper. In the initial repair, the terrazzo floor was damaged. Carpet became the floor covering of choice. A leak did occur fairly recently within the last two (2) or three (3) years and was repaired. The source of water for the house is a well. There is a water-softener which I own and a filter for drinking water. The water to my knowledge has never been tested.

h. The electric system depends on fuses.

RW *SL*
i. The property ^{is} ~~is~~ on a septic tank.

j. I own a security system that is monitored.

k. There is no sprinkler system.

Buyer waives any claims against Seller for any other defects or other damages that may exist at Closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE BASIC CONTENT OF THIS DOCUMENT HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR. Approval does not constitute an opinion that any of the terms and conditions in the Contract should be accepted by the parties in a particular section. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

SIGNATURE PAGE TO FOLLOW


Village

Rees

IN WITNESS WHEREOF, the parties hereto have caused this Real Estate Purchase and Sale Agreement to be executed by their duly authorized officials.

BUYER:

The Village of Palmetto Bay

By: Ron E. Williams
Ron E. Williams
Village Manager
8950 SW 152nd Street
Palmetto Bay, Florida 33157
Facsimile No.: (305) 259-1290

Ana Calderon
Print Name: Ana Calderon
Witness
Ana I. Gomez
Print Name: Ana I. Gomez
Witness

SELLER:

By: Eugene W. Rees
Eugene W. Rees
Address: 9495 SW 180 St
Miami, FL 33157
Facsimile No.: 305-234-3874

Robert C. Hilber
Print Name: ROBERT C. HILBER
Witness
Daniel Valle
Print Name: Daniel Valle
Witness

AW
Village
Rees
Rees

EXHIBIT 1
TO PURCHASE AND SALE AGREEMENT
BETWEEN VILLAGE OF PALMETTO BAY AND EUGENE REES

LEGAL DESCRIPTION

33 55 40 1.14 AC W1/2 OF S1/2 OF S1/2 OF
SE1/4 OF NW1/4 OF SW1/4 LESS S25FT OR
16128-2791 1193 4 F/A/U 30-5033-000-0901.

Folio Number: 33-5033-000-0901

Property Address:
9495 S.W. 180th Street
Village of Palmetto Bay, Florida 33157



Village

Rees