

RESOLUTION NO. 2009-26-971

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, EXERCISING AN OPTION TO PURCHASE THAT CERTAIN REAL PROPERTY DESCRIBED IN THE OPTION AGREEMENT ATTACHED HERETO AS EXHIBIT "A" IN THE AMOUNT OF THREE MILLION, EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000.00); AUTHORIZING THE USE OF PROCEEDS FROM THE CAPITAL PROJECTS FUND FOR THE PURCHASE; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THE PURCHASE OF THE PROPERTY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2006-03-84, which amended Ordinance No. 2005-10-48, the City's Purchasing Ordinance, the City Manager has the authority to negotiate and execute option agreements on real property for consideration by the City Council, so long as any good faith deposit money does not exceed the City Manager's purchasing limits, and

WHEREAS, although the City Manager may execute an option agreement, only the City Council can exercise an option, and

WHEREAS, the City Manager has executed the Option Agreement, attached hereto as Exhibit "A," and

WHEREAS, the property is located in the "Town Center" zoning area and would offer the City the ability to control the future of this large parcel, and

WHEREAS, pursuant to the Option Agreement, the Purchase And Sale Agreement which is attached thereto as Composite Exhibit "B," and incorporated herein by reference, the purchase price for the property is \$3,800,000.00, and

WHEREAS, the City Council would like to exercise the Option and would like to authorize the City Manager and City Attorney to take all necessary steps to effectuate the purchase of the Property, and

WHEREAS, the City Council would like to utilize proceeds from the Capital Projects Fund for this purchase,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

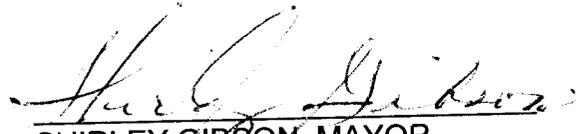
Section 2. EXERCISE OF OPTION: The City Council for the City of Miami Gardens, Florida, hereby exercises the Option to purchase the real property described in the Option Agreement and to purchase the subject property in accordance with the Purchase & Sale Agreement attached hereto as Exhibit "B" (the "Property").

Section 3. AUTHORIZATION: The City Manager and City Attorney are hereby authorized to take any and all steps necessary to effectuate the purchase of the Property and to fulfill the intent of this Resolution.

Section 4. AUTHORIZATION: The City Council hereby authorizes the City Manager to utilize the proceeds from the Capital Projects Fund for the purchase of the Property.

Section 5. EFFECTIVE DATE This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JANUARY 28, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

Prepared by SONJA K. DICKENS
City Attorney

SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY: Councilman Gilbert
SECONDED BY: Vice Mayor Watson

VOTE: 7-0

Mayor Shirley Gibson	<u> X </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> X </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> X </u> (Yes)	<u> </u> (No)
Councilman Aaron Campbell	<u> X </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> X </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	<u> </u> (No)
Councilman Oliver Gilbert III	<u> X </u> (Yes)	<u> </u> (No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	January 28, 2009		Item Type: <small>(Enter X in box)</small>	Resolution x	Ordinance	Other	
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading	
	x			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes
Funding Source:	<small>(Enter Fund & Dept)</small> Capital Projects Fund Fund Balance		Advertising Requirement: <small>(Enter X in box)</small>		Yes		No
					no		
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	<small>(Enter #)</small>			
	x						
Sponsor Name Danny O. Crew	<small>(Sponsor name is always CM if staff item)</small>		Department:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, EXERCISING AN OPTION TO PURCHASE THAT CERTAIN REAL PROPERTY DESCRIBED IN THE OPTION AGREEMENT ATTACHED HERETO AS EXHIBIT "A" IN THE AMOUNT OF THREE MILLION, EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000.00); AUTHORIZING THE USE OF PROCEEDS FROM THE CAPITAL PROJECTS FUND FOR THE PURCHASE; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THE PURCHASE OF THE PROPERTY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

For several years, Council has talked about the importance of guiding the future development of the City's designated Town Center area. Last year, the City purchased property for relocating the City Hall to this area in the near future.

One of the most important factors in redeveloping a built up area is the availability of large tracts of land which can support serious tenants. Since the City owns no land in this area (other than the City Hall site), our control is limited.

Several years ago, the owners of a large tract of land in this area approached the City about the possibility of purchasing their property. At the time, the asking price was beyond our ability to meet (Approx \$8 million); however, with the current economic situation, the City was re-approached with a new asking price (\$3.8 million).

The property is a ±5 acre tract immediately west and north of the corner of NW 27th Avenue and NW 183rd Street. It is located within the Town Center Zoning area. This property offers the City an unparalleled opportunity to control the future of this large parcel, insuring that appropriate development will take place on the site. Currently, there are two buildings on the site that can easily be removed when necessary.

Funding for this proposed purchase is available in the City's Capital Projects Fund, thus no new bonds need to be issued. An appraisal has been conducted to confirm the asking price and a Phase I environmental was completed with no findings. I have been able to secure an option on the property in order to bring this item to City Council.

Recommendation:

Recommend that City Council authorize the Mayor and City Manager to sign the appropriate papers to exercise the option and close on the property.

Attachment:

Lease-Option Agreement/Contract

Site Map

Appraisal Summary page (Full appraisal available from Julie Ann)

Phase I Environmental Report Summary Page (Full report available form Julie Ann)

Asbestos Survey Summary

Pre-Demolition Survey for ACBM:
Spirit of Christ Church
2775 NW 183rd Street
Miami Gardens, FL



January 10, 2009
AIHS Project Number 1825-314

NESHAP allows demolition of buildings with category I non-friable ACM in place if the following criteria are met:

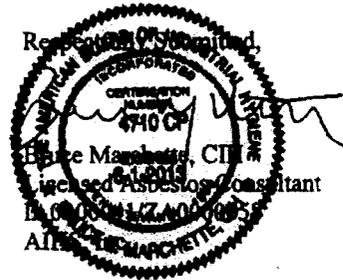
- The ACM must remain non-friable throughout the demolition and disposal process by the use of wet methods
- A competent person be on site during the demolition to assure that the ACM remains non-friable throughout the demolition process

Miami-Dade County may require air monitoring during the demolition in the event that ACM remain in place during the demolition. Furthermore, the County requires that category I non-friable ACM be segregated from non-ACM and disposed at a landfill certified to accept asbestos waste.

Disclaimer

AIHS' evaluation was performed with limitations inherent to visual inspections. This inspection report is the result of a diligent search of accessible areas of the facility for asbestos-containing building materials. The purpose of this inspection was to identify asbestos-containing materials that may require special treatment prior to proceeding with the planned demolition operation. Materials located under the facility including sub-surface pipes were not addressed as part of this pre-demolition asbestos survey project. However comprehensive this inspection appears, it does not claim to have identified all of the asbestos-containing materials present in the facility.

AIHS, Inc. is pleased to be of service. Please contact this office should you have any questions or comments concerning this report or any related matter.



Enclosed: Tables 1 & 2: Analytical Results Summary
Consultant's credentials
Laboratory credentials
Appendix: AIHS Analytical Report - Log # 14257

Pre-Demolition Survey for ACBM:
Spirit of Christ Church
2775 NW 183rd Street
Miami Gardens, FL



January 10, 2009
AIHS Project Number 1825-314

6. *Vinyl Floor Tiles & Black Mastic*
Asbestos Content: 2% Chrysotile
Location: South Bathroom
Estimated Quantity: 42 ft²
NESHAPS Classification: Category I Non-Friable ACM (Non-RACM)

7. *Vinyl Floor Tiles & Black Mastic*
Asbestos Content: 2% Chrysotile
Location: South Bedroom
Estimated Quantity: 165 ft²
NESHAPS Classification: Category I Non-Friable ACM (Non-RACM)

Laboratory Performing Bulk Sample Analysis

Advanced Industrial Hygiene Services, Inc.
2131 S.W. 2nd Avenue
Miami, Florida 33129-1411
Telephone: (305) 854-7554

On each page of the report of analysis section is the National Voluntary Laboratory Accreditation Program (NVLAP) laboratory identification number (101006-0) that was assigned to the AIHS, Inc. laboratory upon entry into the NVLAP. A copy of the certificate of NVLAP accreditation as well as a certificate of The Scope of Accreditation is enclosed with this inspection report.

AIHS, Inc. is licensed to conduct inspections for asbestos-containing materials in buildings under an Asbestos Consultants Business License (ZA 0000058) and is qualified by Bruce Marchette, CIH (Asbestos Consultants License # IA 0000041).

Closing Remarks

Prior to initiating any renovation or demolition project, Federal Law requires that the local EPA representative's office (The Department of Environmental Resource Management, 33 S.W. 2nd Avenue, Suite 9-223, Miami, Florida) be notified in writing at least 10 working days prior to the onset of the project. The State Asbestos Coordinator's Office also requires a copy of the notification (address to State Asbestos Coordinator, State of Florida Environmental Regulation, 2600 Blare Stone Road, Tallahassee, Florida 32399-2400). The NESHAP requires that all RACM be removed prior to initiation of demolition or renovation activities. The State of Florida requires that nearly all ACM be removed by a licensed asbestos abatement contractor. The



Assessments of ACM

Those asbestos-containing materials that were identified to be present in the facility are listed below:

Church Structure:

1. *Vinyl Floor Tiles & Black Mastic*
Asbestos Content: 5% Chrysotile in Tiles, 5% Chrysotile in Black Mastic
Location: 2nd Floor at South End
Estimated Quantity: 150 ft²
NESHAPS Classification: Category I Non-Friable ACM (Non-RACM)
2. *Vinyl Floor Tiles & Black Mastic*
Asbestos Content: 5% Chrysotile in Tiles, 5% Chrysotile in Black Mastic
Location: 2nd Floor of under Carpet
Estimated Quantity: 1,100 ft²
NESHAPS Classification: Category I Non-Friable ACM (Non-RACM)
3. *Black HVAC Duct Mastic*
Asbestos Content: 20% Chrysotile
Location: 2nd Floor Attic
Estimated Quantity: 160 ft²
NESHAPS Classification: Category I Non-Friable ACM (Non-RACM)

House Structure:

4. *Vinyl Floor Tiles & Black Mastic*
Asbestos Content: 3% Chrysotile
Location: Bottom Layer in Kitchen
Estimated Quantity: 143 ft²
NESHAPS Classification: Category I Non-Friable ACM (Non-RACM)
5. *Vinyl Floor Tiles & Black Mastic*
Asbestos Content: 5% Chrysotile
Location: Water Heater Room
Estimated Quantity: 55 ft²
NESHAPS Classification: Category I Non-Friable ACM (Non-RACM)



4. Heating, Ventilation and Air-Conditioning (HVAC) System: HVAC system equipment in both structures consist of central units with fan-coil units located inside and condenser units located outdoors. In addition, the Church has two self-contained "window" units servicing the 2nd floor. Coolant lines associated with the central units were observed insulated with non-suspect black foam rubber. HVAC ducts consist of non-suspect formed-in-place duct board, flex ducts and metal ducts. Suspect ACBM associated with HVAC system equipment consisted of black mastic on HVAC ducts located in the 2nd floor attic space of the Church. Representative samples were collected of the black mastic material and it was reported by the laboratory to contain asbestos fibers.

5. Thermal System Insulation (TSI) Material: The facility has modern electric hot water heaters. Associated piping systems were not insulated. No suspect ACBM was observed associated with thermal system equipment in the facility.

6. Electrical Systems: Suspect ACBM associated with electrical systems in the facility consisted of fibrous wire insulation in the House structure. Representative samples were collected of the wire insulation materials and all were by the laboratory to contain no detectable quantities of asbestos.

7. Roofing Materials: Roofing materials on both structures consisted of asphalt shingles and tarred felts over pitched plywood decks. Representative samples were collected of roof felts and shingles from both structures and all were reported by the laboratory to contain no detectable quantities of asbestos.

8. Additional Miscellaneous Materials: Additional suspect miscellaneous material identified in the facility consisted of caulk sealant on windows. Representative samples were collected of window caulk materials from both structures and all were reported by the laboratory to contain no detectable quantities of asbestos.



in conjunction with dispersion staining as outlined in 40 CFR, Part 63, Subpart F dated January 1987. Analysis was conducted by Advanced Industrial Hygiene Services, Inc. who is accredited for asbestos fiber analysis through successful participation in the National Voluntary Laboratory Accreditation Program (NVLAP) and meets the requirements of section 206(d) of Title II of the USC Chapter 15, TSCA as stated in 40 CFR 763 dated April 30, 1987.

Those suspect asbestos-containing materials that were present and expected to be removed and/or disturbed as a part of this project are listed below:

1. Flooring Materials: Floor substrate consists of poured concrete. Suspect floor finish materials consist of wall-to-wall carpet mastic and adhered vinyl composition tiles (VCT). Representative samples were collected of carpet mastic and each type of observed VCT with associated mastic. Of these, the following were reported by the laboratory to contain asbestos fibers:

- 9 X 9 inch VCT & Mastic – 2nd Floor of Church at South End
- VCT & Mastic under Carpet – 2nd Floor of Church
- Bottom Layer VCT in Kitchen of House
- VCT in Water Heater Room in House
- VCT in South Bathroom of House
- VCT in South Bedroom of House

All other samples of VCT and all samples of carpet mastic were reported by the laboratory to contain no detectable quantities of asbestos.

2. Wall Materials: Exterior walls of both structures consist of masonry block and cement mortar finished with stucco. Gables ends of both buildings also consist of masonry block and concrete mortar finished with stucco. Interior walls consist of drywall paneling finished with joint compound, plasters applied in a basecoat and topcoat configuration and/or painted joint compound on newer walls. In addition, adhered vinyl base is present on some of the interior walls in the Church. Representative samples were collected of exterior stucco, drywall and joint compound, drywall and wall plasters and vinyl base with mastic. All samples of wall materials collected from both structures were reported by the laboratory to contain no detectable quantities of asbestos.

3. Ceiling Materials: Ceiling materials in both structures consist of drywall paneling finished with plasters applied in a basecoat and topcoat configuration. In addition, small areas of 2 X 4 ft exposed grid acoustic ceiling tiles are present at the north end of the 1st floor of the Church. Representative samples were collected of ceiling materials from both structures and all were reported by the laboratory to contain no detectable quantities of asbestos.



Friable Surfacing Materials: Friable surfacing materials, where encountered, are sampled based on the recommendations found in the EPA "Pink Book" entitled "Asbestos in Buildings: Simplified Scheme for Friable Surfacing Materials" (EPA document 560/5-85-030a). The number of samples collected is based on the total square footage of the homogenous area of the material. If the area is between 100 and 1000 ft², three samples are collected. If the area is between 1000 and 5000 ft², five samples are collected. If the area is between 5000 ft² and 10,000 ft², seven samples are collected. Nine samples are collected if the area is greater and 10,000 ft².

Thermal System Insulation (TSI): If present, at least three samples are collected in a randomly distributed manner from each homogeneous area of TSI not assumed to be ACM. At least two samples are collected from each homogeneous area of patched TSI. Where cement or plaster is used on fittings such as tees, elbows, or valves, samples were collected in a manner sufficient to determine whether the material is ACM or not ACM.

Miscellaneous Materials: This includes materials such as acoustical ceiling tiles, floor tiles and linoleum, wall board, wire insulation, caulking and sealants, laboratory equipment, furniture, draperies, etc. (basically, anything that does not fall into the first two categories). Suspect miscellaneous materials are sampled in such a manner as to determine whether or not they contained asbestos. The number of samples collected of a given miscellaneous material is left to the discretion of the inspector. As a general rule however, the number of samples collected of most friable miscellaneous materials is based on the same scheme as that used for friable surfacing materials.

Facility Description

The subject facility consists of a two-story church and a single family residential structure. According to the Miami-Dade Property Appraiser, the church structure has an adjusted area of 9,902 ft² and the date of construction is listed as 1958. The single family residential (House) structure has an estimated area of 2,000 ft² and the date of construction is unknown. Structural components of the Church structure include a concrete foundation on-grade, masonry block walls and pitched wooden roof decks with asphalt shingles. Structural components of the House structure include a concrete foundation with a raised wooden floor system, masonry block walls and pitched wooden roof decks with asphalt shingles.

The scope of this project was to sample and identify any ACM that may be present in the facility that may require special treatment prior to or during a planned demolition activity.

All accessible areas of the facility were inspected. Bulk sample specimens of materials suspected of containing asbestos were collected and submitted for analysis by Polarized Light Microscopy



Advanced Industrial Hygiene Services, Inc.

All Facets of Industrial Hygiene Service

URS Corporation
7650 Corporate Center Drive
Suite 401
Miami, Florida 33126

January 10, 2009
Page 1 of 7 pages

Attn: Pavel Terselich
Re: Pre-Demolition Survey for ACBM: Spirit of Christ Church – 2775 NW 183rd Street,
Miami Gardens, FL
AIHS Project # 1825-314

Advanced Industrial Hygiene Services, Inc. is pleased to submit the following report for a survey for asbestos-containing building materials (ACBM) conducted on December 23, 2008 at the above-referenced facility. This survey was performed to meet the asbestos survey requirements of the NESHAP regulations and the Miami-Dade County Department of Environmental Resource Management prior to conducting a planned demolition of the facility.

Sampling Strategy

The National Emission Standard for Asbestos (Subpart M 40 CFR Part 61.141 to 157 and Appendix A) of the National Emission Standard for Hazardous Air Pollutants (NESHAP) deals with Regulated Asbestos Containing Materials (RACM) during renovation and demolition activities. According to the NESHAP, only friable RACM and RACM that may become friable need be addressed in buildings that are scheduled for complete demolition. Most category I non-friable ACM including resilient vinyl flooring materials and roofing materials were also addressed as part of this project.

All accessible areas of the facility were inspected. Bulk sample specimens of materials suspected of containing asbestos were collected and submitted for analysis by Polarized Light Microscopy in conjunction with dispersion staining as outlined in 40 CFR, Part 63, Subpart F dated January 1987. Analysis will be conducted by Advanced Industrial Hygiene Services, Inc. AIHS, Inc. is accredited for asbestos fiber analysis through successful participation in the National Voluntary Laboratory Accreditation Program (NVLAP) and meets the requirements of section 206(d) of Title II of the USC Chapter 15, TSCA as stated in 40 CFR 763 dated April 30, 1987.

Samples of materials suspected of containing asbestos were collected based on the following plan:

2131 S.W. 2nd Avenue ♦ Miami, Florida 33129 ♦ Tel (305) 854-7554 ♦ Fax (305) 285-0677
www.aihs.cc

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Spirit of Christ Church

2775 NW 183 Street

Miami-Dade County, Florida

For

THE CITY OF MIAMI GARDENS

EXECUTIVE SUMMARY

URS Corporation (URS) has been retained by the City of Miami Gardens (Client) to conduct a Phase I Environmental Site Assessment (ESA) of the Spirit of Christ Church (subject property) located at 2775 NW 183 Street in Miami Gardens, Miami-Dade County, Florida. A site location map is presented as **Figure 1**.

The purpose of URS' Phase I Environmental Site Assessment was to evaluate whether current or historical activities on or near the subject property may have resulted in contamination by hazardous substances or wastes, also known as a "Recognized Environmental Condition." This Phase I Environmental Site Assessment was conducted in general accordance with the American Standards of Testing and Materials Standard E-1527-05.

The subject property consists of a 4.6 acre lot with two (2) buildings. One building is a two (2) story church with an approximate area of 8,800 square foot (SF) and the other building consists of a single story abandoned residence with an approximate area of 1,100 SF. The subject property is used for religious purposes.

Historically, the land near the subject property has been used for residential and commercial purposes. The subject property has been used for residential and religious activities. This was determined from the review of historical aerial photographs and other documents referenced in Section 2.3.3. The subject property is not listed in any of the environmental databases searched by Environmental Data Resources, Inc. (EDR).

A URS representative performed a site reconnaissance of the subject property and a drive-by of properties within one-quarter of a mile radius from the subject property on December 23, 2008. Observations are discussed in Section 2.4. Since the building was constructed in 1958, a limited pre-demolition asbestos survey was conducted. The asbestos report is provided as an addendum to this report.

Based on a regulatory file review, site reconnaissance, and database information it is URS Corporation's opinion that there are no on-site Recognized Environmental Conditions associated with the subject property. Nevertheless, off-site Recognized Environmental Conditions consisting of the U-Haul Center, Valero Gas Station, and Americlean Dry Cleaner sites have been identified.

The Ernest Jones Company

REAL ESTATE APPRAISERS · CONSULTANTS

Lawrence R. Pendleton, MAI

1890 NORTH 68th AVENUE
HOLLYWOOD, FLORIDA 33024
TELEPHONE [954] 967-0036
FAX [954] 986-4948

December 30, 2008

City of Miami Gardens
Dr. Danny Crew
1515 NW 167th Street
Miami Gardens, FL 33169

Dr. Crew:

As requested, we have personally inspected and appraised the church property located at 2775 NW 183rd Street, Miami Gardens, FL 33056. The purpose of the assignment is to form an opinion of market value of the fee simple interest of the Subject Property as of December 17, 2008, which is also the date of inspection. The intended use of the appraisal is to assist our client, City of Miami Gardens, as a purchase guide. Miami Gardens is the only intended user of this report. We have prepared this appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation effective January 1, 2008.

It is our opinion and conclusion that the market value of the fee simple estate of the Subject Property, as of December 17, 2008, is:

\$3,800,000

(THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS)

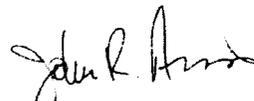
This transmittal letter is followed by the certification and the appraisal presented in a **summary report format**, our file #081217-1SS containing 39 pages further describing the subject property and containing the reasoning and pertinent data leading to the opinion of value. Your attention is directed to the Scope of Work section of this report which details the appraisal process.

Respectfully submitted,

THE ERNEST JONES COMPANY



LAWRENCE R. PENDLETON, MAI
PRESIDENT
STATE-CERTIFIED GENERAL REAL
ESTATE APPRAISER #RZ725



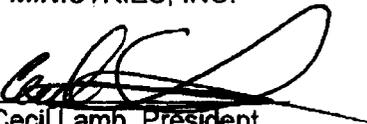
JOHN R. ACCORNERO
STATE-CERTIFIED GENERAL REAL
ESTATE APPRAISER #RZ2910

determines that such representations are false, the Seller shall pay for such audit or reimburse Buyer for the costs thereof.

IN WITNESS WHEREOF, we have set our hands and seal this 08 day of DEC, 2008.

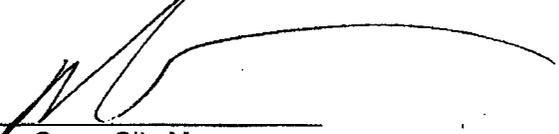
OPTIONER

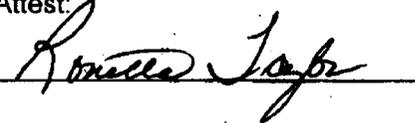
SPIRIT OF CHRIST CENTER
AND MINISTRIES, INC.

By: 
Cecil Lamb, President

OPTIONEE

CITY OF MIAMI GARDENS

By: 
Danny Crew, City Manager

Attest:

Ronetta Taylor, City Clerk

Ronetta Taylor, City Clerk

substances, asbestos or PCBs on the Property or adjacent properties, including surface water; that there have been and are no buried, semi-buried or otherwise placed tanks, storage vessels, drums or containers of any kind located on the Property; and that there has not been and is no leaching or draining of waste materials, hazardous substances or PCBs into the ground water beneath the Property or adjacent properties.

C That Seller has received no warning notice, notice of violation, complaint (administrative or judicial) or any other formal or informal notice alleging that conditions on the Property are not in compliance with the requirements of any statute, ordinance, rule or regulation; and that the Property is otherwise in compliance with all applicable laws, regulations and ordinances.

D That Seller has not received a summons, citation, directive, letter or other communication, written or oral, from the Federal Environmental Protection Agency, the Florida Department of Environmental Regulation, or any other public agency concerning any intentional or unintentional action or omission on Seller's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of hazardous substances into waters or onto lands within the Property.

E Seller is fully aware that Buyer is relying on this representation in acquiring the Property, and Seller hereby agrees to indemnify, defend and hold Buyer, its successors and assigns, harmless against any loss that Buyer suffers, including but not limited to, reasonable attorney's fees and costs at all court levels, as a result of any inaccuracy in any statement or breach of any covenant herein set forth. Seller shall so certify at time of closing. If Buyer obtains a hazardous waste audit which shows or

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

THIS ADDENDUM is made and is a part of that certain Contract for Sale and Purchase by and between Spirit of Christ Center and Ministries, Inc., ("Seller") and City of Miami Gardens, a Florida Municipal Corporation ("Buyer"):

1. **Inconsistencies and Contradictions:** In the event of an inconsistency or contradiction between the terms of this Addendum and the Contract of which it is a part, the terms of this Addendum shall control to the extent of such inconsistency(s) or contradiction(s).

2. **Inspection Period:** Buyer shall have sixty (60) days from the Effective Date to inspect the Property. At Buyer's election, such inspection may include a Phase I and Phase II environmental audit, with test wells, which period shall be extended for an additional sixty (60) days, if an environmental audit reveals the presence of contamination and the need to remediate such condition, according to law, for the purposes intended. Seller shall give its full cooperation to Buyer in connection with Buyer's inspections, and Buyer shall conduct such inspections, employing such reasonable steps and practices, as shall not unreasonably interfere with Seller's ongoing operations.

3. **Hazardous Waste Audit:** Seller represents as follows:

A That Seller owns the Property described in fee simple absolute.

B That, to the best of Seller's knowledge, none of the Property has ever been used to treat, store or dispose of waste materials, hazardous substances, asbestos, or PCBs, and that there have been and are no surface impoundments, lagoons, waste piles or landfills located on the Property; that neither Seller nor anyone else has otherwise dumped, placed or discharged waste materials, hazardous

EXHIBIT A

Parcel 1:

Miami Gardens Land. Beginning at the Southwest corner of Lot 127, in Section 4, Township 52, South, Range 41, East, according to survey of MIAMI GARDENS, according to the Plat thereof, recorded in Plat Book 2, Page 96, of the Public Records of MIAMI-DADE County, Florida, thence North along West boundary of said lot, a distance of 440 feet; thence East 190 feet; thence 440 feet to the South line of said lot; thence west along south line of said Lot, 190 feet to the Point of Beginning, less the South 15 feet.

Parcel 2:

Tract 127 less the West 190 feet of the South 460 feet thereof, less the South 15 feet thereof, in Section 4, Township 52 South, Range 41 East of MIAMI GARDENS SUBDIVISION, according to the Plat thereof, as recorded in Plat book 2, page 96 of the Public Records of Miami-Dade County, Florida

Parcel Identification umber 30-2104-001-0580 & 0570

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

11:0

1:03 **N. INSPECTION AND REPAIR:** Seller warrants that the ceiling, roof (including the fascia and soffits), exterior and interior walls, foundation, and dockage
200 the Property do not have any visible evidence of leaks, water damage, or structural damage and that the septic tank, pool, all appliances, mechanical items
201 heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless
202 otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding a
203 occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the
204 Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet
205 the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not
206 reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in
207 Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or
208 replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which
209 either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes
210 of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic
211 imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screen
212 logged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking
213 in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling
214 or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage
215 structural damage, but missing tiles will be Seller's responsibility to replace or repair.

216 **O. RISK OF LOSS:** If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 1.5% of the Purchase Price, the
217 cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at Closing. If the
218 cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with either the 1.5% or any insurance proceeds
219 payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

220 **P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S.
221 as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedure
222 shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered
223 unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt
224 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within
225 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey
226 the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights
227 against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

228 **Q. ESCROW:** Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit
229 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall
230 not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold in
231 subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the
232 parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent
233 may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent
234 of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended
235 Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter
236 of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent
237 and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items
238 subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

239 **R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such
240 litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter
241 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

242 **S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid
243 Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration
244 the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller
245 at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable
246 after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's
247 deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

248 **T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE:** Neither this Contract nor any notice of it shall be recorded in any public
249 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
250 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
251 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 the
252 signatures hereon shall be considered for all purposes as an original.

253 **U. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, if
254 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the
255 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

256 **V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract.
257 modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by
258

259 **W. SELLER DISCLOSURE:** There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which
260 have not been disclosed to Buyer.

261 **X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:** Seller shall maintain
262 the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear excepted. Seller shall
263 upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm
264 that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that
265 the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner,
266 accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that
267 existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

268 **Y. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property
269 under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including
270 the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not
contingent upon, nor extended or delayed by, such Exchange.

STANDARDS FOR REAL ESTATE TRANSACTIONS

124

125 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an
126 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
127 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by
128 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective,
129 notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer
130 shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days
131 within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify
132 Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time
133 provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing
134 Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing,
135 Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

136 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
137 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
138 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
139 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
140 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
141 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
142 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in
143 mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein
144 the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement
145 evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.
146 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified
147 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines,
148 easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

149 **D. WOOD DESTROYING ORGANISMS:** "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be reported
150 under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator
151 ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
152 If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected
153 and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all
154 WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the
155 option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
156 receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
157 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller
158 in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total
159 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

160 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
161 in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

162 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
163 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
164 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 contact
165 tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering
166 written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

167 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
168 claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days
169 immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
170 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general
171 contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
172 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

173 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
174 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

175 **I. TIME:** In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided
176 for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.

177 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
178 tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

179 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
180 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
181 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by
182 Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title evidence, title examination, and
183 closing fee (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

184 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
185 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
186 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
187 rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current
188 year's tax with due allowance made for prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance
189 millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
190 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of
191 Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable
192 assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking
193 into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

194 **M. SPECIAL ASSESSMENT LIENS:** Except as set forth in Paragraph XI(a), certified, confirmed and ratified special assessment liens imposed by public bodies
195 as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of
196 Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate

61 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record
62 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
63 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see
64 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for
65* municipal purpose(s).

66 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
67 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.
68 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
69 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

70 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed
71 provisions of this Contract in conflict with them.

72* **X. ASSIGNABILITY:** (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may
73* assign but not be released from liability under this Contract; or may not assign this Contract.

74 **XI. DISCLOSURES:**

75* (a) CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which
76* continue beyond Closing and, if so, specify who shall pay amounts due after Closing: Seller Buyer Other (see addendum).

77 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to
78 persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
79 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

80 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
81 regarding mold, Buyer should contact an appropriate professional.

82 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

83 (e) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

84 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

85 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
86 **ASSOCIATION/COMMUNITY DISCLOSURE.**

87 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
88 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP
89 OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF
90 YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

91 **XII. MAXIMUM REPAIR COSTS:** Seller shall not be responsible for payments in excess of:

92* (a) \$ _____ for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).

93* (b) \$ _____ for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 1.5%
94 of the Purchase Price).

95* **XIII. HOME WARRANTY:** Seller Buyer N/A will pay for a home warranty plan issued by _____
96* at a cost not to exceed \$ _____.

97 **XIV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:

98* CONDOMINIUM VAFHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE

99* INSULATION "AS IS" Other Comprehensive Rider Provisions Addenda

100* Special Clause(s): _____
101* _____
102* _____
103* _____

104 **XV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"):** Buyer and Seller acknowledge receipt of a copy of Standards A
105 through Y on the reverse side or attached, which are incorporated as part of this Contract.

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

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

112 AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

113*	City of Miami Gardens	_____	Spirit of Christ Center and	12-9-08
114	(BUYER)	(DATE)	Ministries, Inc., a Florida corp.	(DATE)
115*	_____	_____	_____	12-9-08
116	(BUYER)	(DATE)	(SELLER)	(DATE)

117* Buyers' address for purposes of notice 1515 NW 167th Street, Sellers' address for purposes of notice 18801 W. Dixie Hwy.
118* Bldg. 5, Suite 200, Miami Gardens, FL 33169 North Miami Beach, FL 33180

119* 305-622-8000 Phone 305-935-5001 Phone

120 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
121 this Contract:

122* Name: [Signature] Danny Felton
123 Cooperating Brokers, if any Listing Broker

EXHIBIT A

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

Contract For Sale And Purchase



1* PARTIES: Spirit of Christ Center and Ministries, Inc., a Florida corporation ("Seller")
2* and City of Miami Gardens ("Buyer")
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:

6* (a) Legal description of the Real Property located in _____ County, Florida: _____
7* See Exhibit "A"
8*
9* (b) Street address, city, zip, of the Property: _____
10 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
11 specifically excluded below.
12* Other items included are: _____
13*
14* Items of Personal Property (and leased items, if any) excluded are: _____
15*

16* II. PURCHASE PRICE (U.S. currency): Price subject to appraisal: ... \$3,800,000.00
17 PAYMENT:
18* (a) Deposit held in escrow by Arnstein & Lehr LLP (Escrow Agent) in the amount of (checks subject to clearance) \$ 40,000.00
19* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date
20* (see Paragraph III) in the amount of \$ _____
21* (c) Financing (see Paragraph IV) in the amount of \$ _____
22* (d) Other \$ _____
23 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
24* to adjustments or prorations \$ 3,760,000.00

25 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

26 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on
27* before See Option Agreement, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. UNLESS
28 OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE T-
29 COUNTEROFFER IS DELIVERED.
30 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or if
31 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above if
32 acceptance of this offer or, if applicable, the final counteroffer.

33 IV. FINANCING:

34* (a) This is a cash transaction with no contingencies for financing;
35* (b) This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within _____ days (if blank, then 30 days) at
36* Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): () a fixed; () an adjustable; or () a fixed or adjustable rate loan, in the principl
37* amount of \$ _____, at an initial interest rate not to exceed _____%, discount and origination fees not to exceed _____
38* of principal amount, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Da
39 Buyer shall use reasonable diligence to: obtain Loan Approval and notify Seller in writing of Loan Approval by Loan Approval Dat
40 satisfy terms and conditions of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of oth
41 property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. If Buyer does not deliv
42 written notice to Seller by Loan Approval Date stating Buyer has either obtained Loan Approval or waived this financing contingency, th
43 either party may cancel this Contract by delivering written notice ("Cancellation Notice") to the other, not later than seven (7) days prior
44 Closing. Seller's Cancellation Notice must state that Buyer has three (3) days to deliver to Seller written notice waiving this financi
45 contingency. If Buyer has used due diligence and has not obtained Loan Approval before cancellation as provided above, Buyer shall
46 refunded the deposit(s). Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by Closin
47 of those conditions of Loan Approval related to the Property;
48* (c) Assumption of existing mortgage (see rider for terms); or
49* (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).

50* V. TITLE EVIDENCE: At least 15 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instrumen
51 listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) sh
52 be obtained by:

53* (CHECK ONLY ONE): (x) (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
54* () (2) Buyer at Buyer's expense.

55* (CHECK HERE): () If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

56* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on March 30, 2009 ("Closing"), unle
57 modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable r
58 due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

59 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning
60 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwi

OPTIONEE:

CITY OF MIAMI GARDENS, FLORIDA

Attest:



Ronetta Taylor, City Clerk

By 

Danny Crew, City Manager

Approved for Legal Sufficiency

Sonja K. Dickens, City Attorney

Optionor. The Escrow Agent described in the Contract shall hold the Option Amount in escrow in the same manner as under the Contract. In the event the Optionee shall exercise the Option herein granted, the \$40,000.00 paid in consideration of the Option shall constitute and be deemed for all purposes, the initial deposit required by the Contract. If Optionee decides not to exercise the option, Optionee shall have the right to a return of the Option Amount, upon providing written notice to Optionor of Optionee's decision not to exercise the Option, on or before the expiration of the Option period. However, should Optionee fail to provide such written notice, then Optionee shall forfeit all rights and claim to the Option Amount, and Optionor shall be entitled to retain the Option Amount.

7. During the term of this Option and the Contract Optionee shall not convey or encumber the Property or any portion thereof. This Option, at the election of either Optionee or Optionor, may be recorded in the Public Records of Miami-Dade County Florida.
8. This Option shall be binding upon and shall inure to the benefit of the parties to it, and to their respective heirs, successors, or assigns.
9. In the event that either party is required to file legal action against the other party, the prevailing party shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.
10. This Agreement shall be governed by the laws of the State of Florida, and venue shall lie in Miami-Dade County, Florida.
11. This Agreement shall not be interpreted for or against any party by reason of its preparation. In the event a provision hereof is deemed unenforceable it shall be severed from the balance of this Agreement and the balance of this Agreement shall continue in full force and effect. This Agreement contains the entire understanding between the Parties with regard to the subject matter expressed herein. This Agreement may be modified only in writing signed by all Parties hereto. This Agreement shall be binding upon the heirs, successors and assigns of all parties hereto. Facsimile Signatures. Facsimile signatures on this Agreement shall be deemed binding. In the event of a conflict between the terms of the Contract and the terms hereof, the terms hereof shall prevail. A default under the Contract shall constitute a default hereunder and visa versa.

which Property is also specifically described in the Contract for Sale and Purchase, attached hereto as Exhibit "A," the terms of which are incorporated herein by reference ("Contract"), and

WHEREAS, Optionee would like an option to purchase, and Optionor would like to grant Optionee the right to purchase, the Property upon the terms and conditions stated in the Contract,

NOW, THEREFORE, in consideration of the monies herein described and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Optionor grants to Optionee an option to purchase the Property in accordance with the terms set forth in the Contract ("Option").
2. This Option is effective as of the date of execution by Optionor and Optionee, and will expire ninety (90) calendar days from execution, unless the same shall be exercised as provided herein.
3. Optionee may exercise this Option only by delivering a written notice thereof, signed by Optionee, to Optionor before the time herein set for expiration.
4. The date of Optionee's delivery of the notice described herein to Optionor shall constitute the Effective Date for the Contract, and the provisions of the Contract shall take full force and effect. Such notice may be sent to the addresses first set forth above via fax, e-mail or first class mail. Any such notice, if sent by mail, shall be considered delivered when deposited in the United States mail. If sent via fax or e-mail, such notice shall be considered delivered upon receipt of a confirmation.
5. Upon exercise of the Option, the Optionor, as Seller, and the Optionee, as Buyer, shall perform the Contract as written.
6. As consideration for the grant of this Option, Optionee has paid to Optionor, concurrently with execution of this Option, the sum of \$40,000.00 ("Option Amount"), receipt of which is acknowledged by

OPTION TO PURCHASE REAL PROPERTY



THIS OPTION is made this 09 day of December, 2008, by Spirit of Christ Center and Ministries, Inc, a Florida Corporation, having an address of X18801 W. Dixie Highway, North Miami Beach, Florida 33180-2633 ("Optionor"), to City of Miami Gardens, having an address of 1515 Northwest 167th Street, Building 5, Suite 200, Miami Gardens, Florida ("Optionee").

WITNESSETH:

WHEREAS, Optionor owns that certain real property located in Miami-Dade County, State of Florida, more particularly described as:

Parcel 1:

Miami Gardens Land. Beginning at the Southwest corner of Lot 127, in Section 4, Township 52, South, Range 41, East, according to survey of MIAMI GARDENS, according to the Plat thereof, recorded in Plat Book 2, Page 96, of the Public Records of MIAMI-DADE County, Florida, thence North along West boundary of said lot, a distance of 440 feet; thence East 190 feet; thence 440 feet to the South line of said lot; thence west along south line of said Lot, 190 feet to the Point of Beginning, less the South 15 feet.

Parcel 2:

Tract 127 less the West 190 feet of the South 460 feet thereof, less the South 15 feet thereof, in Section 4, Township 52 South, Range 41 East of MIAMI GARDENS SUBDIVISION, according to the Plat thereof, as recorded in Plat book 2, page 96 of the Public Records of Miami-Dade County, Florida

Parcel Identification umber 30-2104-001-0580 & 0570

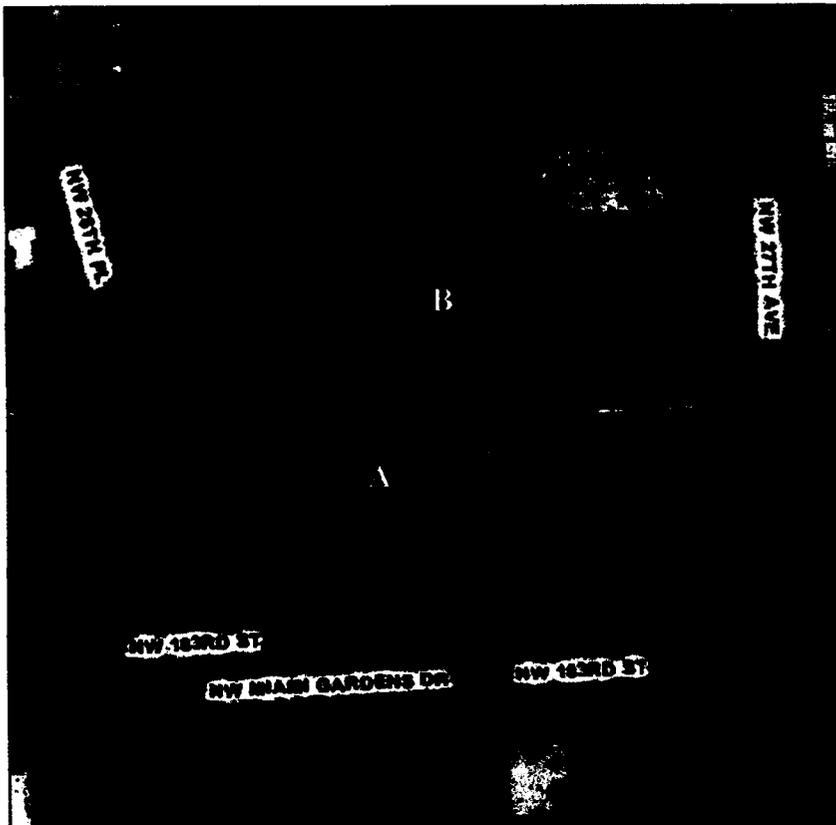
(hereinafter "Property"),

My Home
Miami-Dade County, Florida

miamidade.gov



Property Information Map



Spirit of Christ
Church Property
Map (A,B)

Digital Orthophotography - 2007

0 ——— 120 ft

This map was created on 1/20/2009 9:52:44 AM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.

