EXHIBIT 5

Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

OFFICE OF THE CITY MANAGER

Renee C. Miller
City Manager

JOY F. COOPER
Mayor

ALEXANDER LEWY
Vice Mayor

WILLIAM JULIAN
Commissioner

MICHELE LAZAROW
Commissioner

ANTHONY SANDERS
Commissioner

400 S. Federal Highway
Hallandale Beach, FL 33009
Ph (954) 458-3251
Fax (954) 457-1454

www.coHB.org

October 7, 2013

Ms. Wilma Beasley & Mr. Fred Fletcher
801 N.W. 36 Terrace
Ft. Lauderdale, FL. 33311

RE: Formal offer to purchase property-Folio # 5142-22-04-0170

Dear Ms. Beasley & Mr. Fletcher:

This letter serves as the City's formal offer to purchase the property referenced above. The offer for the property is $55,000.

As you are aware, the City has obtained a formal appraisal for this property in order to determine fair market value. A copy of said appraisal was provided for your review. During our meeting on September 11, 2013, you both indicated your willingness to proceed with the sale of this property.

It is our understanding that this property is jointly owned; ½ by Ms. Wilma Beasley, and ½ by the Jackson Estate, whose representative is Mr. Fred Fletcher. Our office has requested that Mr. Fletcher provide appropriate court documents reflecting his legal right to execute the required agreements to transact this sale.

Attached are a draft purchase and sale agreement and a HUD-1 for the parcel. Should the terms be acceptable to you, we would ask that you both sign and return the documents to our office immediately. City Commission approval is required in order to authorize the property purchase transaction. It is our hope to seek Commission approval at the November 2013 meeting. In order to meet this schedule, we would need the signed documents back no later than Wednesday, October 16, 2013.

Should you have any questions, please feel free to contact me at (954) 457-1377.

Sincerely,

Daniel A. Rosemond
Deputy City Manager/CRA Director

C: Renee Miller, City Manager

PURCHASE AND SALE AGREEMENT

[Parcel #3]

For property located at:

✓ NW 5th Street

Hallandale Beach, Florida 33009

Parcel ID

5142 22 04 0170

Dated as of

_____, 2013

Between

EMBRA JACKSON

EDDIE JACKSON

WILMA BEASLEY

And

The City of Hallandale Beach

PURCHASE AND SALE AGREEMENT

[Parcel #3]

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is dated as of _____, 2013, by and between EMBRA JACKSON, EDDIE JACKSON, and WILMA BEASLEY (the "Seller") and THE CITY OF HALLANDALE BEACH, a political subdivision of the State of Florida (the "Purchaser").

In consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, for the Purchase Price, that certain real property located in Broward County, Florida, as more particularly described in **Exhibit "A"** attached hereto (the "Property").

2. **Real Property Address:** NW 2nd Avenue, Hallandale Beach, FL 33009.

3. **Legal Description:** See **Exhibit "A"** attached hereto.

4. **Purchase Price and Payment:** The Purchase Price is payable by Purchaser in US Currency.

   a. **PURCHASE PRICE:** Fifty-Five Thousand and No/100 Dollars ($55,000.00);

   b. **PAYMENT:** $5,000.00 Deposit to be paid by Purchaser to the Escrow Agent (defined below) upon expiration of Due Diligence Period (as defined below). Balance of Purchase Price to be paid by Purchaser by wire transfer at Closing. Total Purchase Price will be adjusted and, if applicable, increased by expenses, costs and prorations at Closing.

5. **Deposit:** The Deposit shall be held in escrow by SHUTTS & BOWEN LLP, 200 East Broward Boulevard, Suite 2100, Fort Lauderdale, FL 33301, Attn: Brendan Aloysius Barry, Esq., as Escrow Agent (the "Escrow Agent"). The Deposit shall be applied to the Purchase Price at Closing.

6. **Effective Date:** Although this Agreement is subject to Mayor and Commission approval (as set forth in **Section 9** below), the effective date of this Agreement shall be the date when the last one of the Purchaser and Seller has signed this Agreement (the "Effective Date").

7. **Condition Precedent to Closing:**

   a. Closing shall only take place after this Agreement has been approved by the Purchaser's Mayor and City Commission as set forth in **Section 9** below. After approved, Closing shall take place on or before the twentieth (20th) day after such approval;

   b. **Title Evidence.** Within twenty (20) days following the Effective Date, Purchaser shall obtain a title insurance commitment (the "**Commitment**") for the Property issued by a major title insurance company reasonably acceptable to Purchaser (the "**Title Company**"), together with copies of all Schedule B-Section II exceptions identified therein, and complete copies of all necessary municipal lien letters and building permit and code violation searches whereby the

Title Company agrees to issue an ALTA owners policy of title insurance ("**Title Policy**") in the amount of the Purchase Price at the Closing, subject only to those matters which do not render title to the Property unmarketable ("**Permitted Exceptions**"). Within twenty (20) days following the Effective Date, Purchaser may obtain an ALTA survey of the Property (certified to a date after the Effective Date) made and certified to Purchaser and the Title Company, and prepared and certified to have been made in accordance with ALTA standards by a registered Florida land surveyor (the "**Survey**"), which Survey shall show all improvements, easements and encroachments on the Property if any, and overlay all Permitted Exceptions and any other matters affecting title to the Property.

Purchaser shall review the Commitment, copies of title exceptions and the Survey (collectively, the "**Title Evidence**") and shall, on or before the expiration of the Due Diligence Period, notify Seller in writing ("**Title Objection Notice**") of any matters in the Title Evidence which are not Permitted Exceptions ("**Title Defects**"). Any matters shown in the Title Evidence which are not objected to by Purchaser in its Title Objection Notice shall be deemed Permitted Exceptions. Seller shall use its good faith efforts to cure all Title Defects, to the extent they are capable of being cured at reasonable costs, but Seller shall be obligated to satisfy or release any judgment, lien or encumbrance in a liquidated amount at or before Closing. Seller makes no guarantee that Title Defects can be cured and in the event that Seller is unable to cure any Title Defects (other than as required above) within ten (10) days of the Title Objection Notice ("**Title Cure Period**") after good faith efforts to do so, Seller shall notify Purchaser in writing as to which of those Title Defects remain uncured on or before the end of the Title Cure Period and Purchaser shall have ten (10) days following such notice to either: (i) elect to accept title to the Property subject to the Title Defects without any adjustment to the Purchase Price (in which event the remaining Title Defects shall be deemed Permitted Exceptions); or (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, the Deposit, together with interest thereon, if any, shall be returned to Purchaser and both parties shall thereafter be released from all further obligations hereunder, except for those obligations specifically stated to survive termination of this Agreement. Notwithstanding the above, Seller shall be obligated to cure any Title Defects created by Seller after the Effective Date of this Agreement and any judgment, lien or encumbrance that can be cured by the payment of a liquidated amount to the extent created by Seller. At Closing, Seller shall provide Purchaser with an affidavit reasonably acceptable to the Title Company to permit the Title Company to insure against adverse matters caused by Seller and first appearing in the Public Records on a date subsequent to the Effective Date of the Commitment and prior to the recording of the deed required by the terms of this Agreement, and to delete the standard exceptions, including parties in possession, construction liens and unrecorded easements. Seller agrees that it will not take any action after the Effective Date of the Commitment which shall adversely affect the status of title to the Property.

Whether or not Purchaser shall have furnished to Seller any Title Objection Notice pursuant to the foregoing provisions of this Agreement, Purchaser may at or prior to Closing notify Seller in writing of any defects in title arising between the effective date of Purchaser's Commitment and the Closing. With respect to any defects in title set forth in such notice, Purchaser shall have the same rights as those which apply to any notice of defects in title resulting from a Title Objection Notice by Purchaser on or before the expiration of the Due Diligence Period and Seller shall have the same rights and obligations to cure the same at or prior to Closing.

It is understood and agreed that the Property is being sold and purchased subject to the restrictions and limitations of record common to the neighborhood and subject to any easement for public utilities which may be of record. Conveyance of the Property shall be by Statutory Warranty Deed. The Title Policy and any and all title-related charges (other than expenses related to making the Property 'marketable') shall be provided by Purchaser at Purchaser's sole cost and expense.

8. **Inspections/Due Diligence:** The Purchaser shall have twenty (20) days from Effective Date of this Agreement to conduct its due diligence concerning the Property (the "Due Diligence Period"). Reasonable access to the Property for inspections and information to conduct any due diligence Purchaser deems necessary for the purchase contemplated herein will be provided during normal business hours. All property inspections shall be done without unnecessary interruption to or interference with any existing business operations thereon. All property inspections and all due diligence are the sole responsibility of Purchaser and all costs associated with same shall be paid for by Purchaser. Purchaser acknowledges that the Property and any/all improvements are sold strictly in **"AS IS/WHERE IS"** condition, Seller is not responsible for any repairs.

If Purchaser delivers a written notice to Seller, prior to the expiration of the Due Diligence Period, that Purchaser does not intend to proceed with the transaction contemplated by this Agreement, then this Agreement shall not remain in full force and effect and the parties shall be released from all obligations and liabilities under this Agreement.

Purchaser, to the extent permitted by law, hereby agrees to indemnify, defend and hold Seller harmless from and against any debts, dues, claims, allegations, liens, lawsuits, damaged and liabilities caused by or arising from Purchaser and/or its agents or contractors in performing such inspections and investigations. Should any damages occur due to Purchaser's inspections, Purchaser at Purchaser's expense shall return the Property in the same condition prior to the performance of any inspections, subject to normal wear and tear.

The Seller makes no representations or warranties expressed or implied as to condition, zoning, licensing, use, etc. of the property. It shall be the sole responsibility of Purchaser to check with the appropriate governmental entities to determine any and all feasibility and use for Purchaser's own contemplated use of the Property.

9. **Mayor and Commission Approval Required.** This Agreement (including all of Purchaser's obligations hereunder) is expressly conditioned upon and subject to the full and final approval of the Mayor and City Commission of the City of Hallandale Beach. Seller agrees to afford Purchaser a reasonable amount of time to secure said approval/disapproval.

10. **Property Condition, Representations, Warranties and Disclosures.** PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY AS IS/WHERE IS, WITH ALL FAULTS AND DEFECTS, IF ANY. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATIONS AND NOT ON ANY

INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, OTHER THAN INFORMATION EXPRESSLY REQUIRED TO BE PROVIDED BY SELLER, HEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW THE SALE PROVIDED FOR HEREIN THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT. FURTHERMORE, EXCEPT FOR ANY CLAIM THE PURCHASER MAY HAVE AS A RESULT OF THE BREACH BY THE SELLER OF ANY TERM, CONDITION, WARRANTY OF SELLER SET FORTH HEREIN.

11. **Prorations.** Real estate taxes shall be prorated as of the date of Closing. In the event the taxes for the year of Closing are unknown, the tax proration will be based upon the taxes for the prior year without any post-closing proration or adjustment with due allowance made for maximum allowable discount, homestead and other exemptions. There shall be no re-prorations upon rendition of the current year's tax bill or re-prorations of any kind after Closing. The provisions of this paragraph shall survive the Closing.

12. **Default Provisions.**

a. By Purchaser. In the event of a default by Purchaser hereunder not cured by Purchaser within five (5) days after written notice thereof to Purchaser, as Seller's sole remedy for such breach, Seller may request that Escrow Agent deliver to Seller the Deposit and Seller may receive and retain the Deposit as agreed-upon liquidated damages for such breach, as the parties acknowledge that this provision for liquidated damages is a fair and reasonable measure of damages to be suffered by Seller in the event of Purchaser's default because the exact amount of damages are incapable of calculating. Following such delivery of the Deposit to Seller, the parties shall be relieved of all further obligations hereunder, except for those obligations which are specifically stated to survive the termination of this Agreement;

b. By Seller. In the event of a default by Seller under this Agreement, which default is not cured by Seller within five (5) days after written notice thereof to Seller, Purchaser, at its option, shall have the right to exercise the following remedies:

(i) Terminate this Agreement, whereupon Escrow Agent shall return to Purchaser the Deposit; or

(ii) Seek specific performance of Seller's obligations hereunder (provided that if Seller engages in an intentional default hereunder that renders specific performance unavailable, Purchaser shall have the right to sue Seller for damages); or

(iii) If Seller conveys the Property to a third party and Purchaser is denied the option of seeking specific performance, then, in addition to the remedy set forth in **Section 12.b.(i)**, Purchaser may seek to recover Purchaser's Costs, but in no event shall Purchaser be entitled to seek consequential damages of any sort. The term "**Purchaser's Costs**" shall mean all actual out-of-pocket, third party costs incurred by Purchaser with regard to this transaction, including, without limitation, its costs incurred in conducting its "due diligence" studies, examinations, surveys, environmental, and other exams of the Property, engineering costs, reasonable attorneys' fees, and any and all other expenses incurred by Purchaser in the event this Agreement is terminated. Purchaser's Costs shall be evidenced by statements submitted to Seller and Seller's attorney and such other reasonable information requested by Seller and Seller's attorney. In no event will Seller be liable for more than $5,000.00 of Purchaser's Costs.

13. **Closing Costs.** The Purchaser and Seller shall bear the respective costs as shown on the Preliminary HUD attached as **Exhibit "B"**. Although the attached Prelimianry HUD is just that, preliminary and certain costs are estimates and subject to change, the parties agree that the responsibility for payment of specific line items is agreed upon regardless of the actual final costs. Each party shall pay its own legal fees. Purchaser shall be responsible for payment of all transfer taxes on the Deed. Seller shall be responsible for costs of curing any Title Defects and the recording costs in connection with any curative instruments relating to same.

14. **Closing.** The Closing shall take place on or before_____, 2013 (the "Closing"). At the time of Closing the Seller shall execute and deliver to Purchaser the Statutory Warranty Deed and all other necessary closing instruments. The Purchaser shall deliver to Seller the Purchase Price (subject to pro-rations) and a copy of the Municipal Resolution authorizing the purchase of the Property. Seller and Purchaser shall each execute counterpart closing statements and such other documents as are reasonably necessary to consummate this transaction.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand delivery or nationally recognized overnight courier service and addressed as follows:

If to Purchaser:
City of Hallandale Beach, Florida
Attn: City Manager: Renee C. Miller
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1300

With Copy to:
V. Lynn Whitfield, Esq
City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1325

And With Copy to:
Brendan Aloysius Barry, Esq
Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301
(954) 847-3884

If to Seller:
EMBRA JACKSON
EDDIE JACKSON
WILMA BEASLEY
13121 Berwickshire Drive
Jacksonville, FL 32224

With Copy to:
_____
_____
_____
_____

Notices personally delivered or sent by overnight courier received prior to 5:00 PM shall be deemed given on the date of receipt.

16. **WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN, EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANY PARTY OR THEIR COUNSEL HAS REPRESENTED EXPRESSLY OR OTHERWISE, THAT THE PARTIES WOULD NOT; IN THE EVENT OF SUCH LITIGATION SEEK TO CHALLENGE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION. EACH PARTY ACKNOWLEDGES TO THE OTHER THAT IT HAS BEEN INDUCED TO EXECUTE THIS AGREEMENT, BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.**

17. **Miscellaneous Provisions.**

a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All parties to this Agreement hereby irrevocably consent to personal jurisdiction in Florida and Broward County, Florida and venue for all proceedings in connection with this Agreement shall be in Broward County, Florida except where otherwise provided herein. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and accordingly this Agreement shall not be more strictly construed against any one of the parties hereto;

b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect;

c. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' and paralegal fees and court costs at all trial and appellate levels;

d. In construing this Agreement, the singular shall be held to include the plural, the plural shall including the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded;

e. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement;

f. Time shall be of the essence for each and every provision hereof. All time periods shall be computed in calendar days. In the event that any time period ends on a Saturday, Sunday or nationally recognized legal holiday, said time period shall automatically extended to the next business day;

g. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your public health unit. Purchaser may have an appropriately licensed person test the Property for radon at Purchaser's expense;

h. Purchaser is advised to verify by survey and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built below the minimum flood elevation, Purchaser accepts the existing elevation of the buildings and zone designation of the Property;

i. Except as expressly set forth in this Agreement, no person acting on behalf of Seller is authorized to make, and by execution hereof Purchaser acknowledges that no person has made, directly or indirectly, any representation, warranty, covenant or agreement regarding the Property or the transaction contemplated herein.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors.

19. **Assignment.** This Agreement is not assignable by Seller or Purchaser.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one Agreement.

WITNESS:

Theresa Oliver

Print Name: Theresa Oliver

Walter Swana

Print Name: WALTER SWANA

SELLER:

EMBRA JACKSON

Embra Jackson PR 10/11/13

EDDIE JACKSON

Wilma Beasley

WILMA BEASLEY

WITNESS:

Illinois Tisdale

Print Name: Illinois Tisdale

Marian Fulmore

Print Name: Marian Fulmore

PURCHASER: City of Hallandale Beach

City Manager

Date:

Approved as to form and legal sufficiency:

V. Lynn Whitfield, Esq.
City Attorney

EXHIBIT "A"

Legal Description

GEO M PHIPPENS SUBDIVISION in 22-51-42-B-145 D Lot 9 Blk B of the Public Records of Broward County, Florida

Broward County Tax Folio 5142 22 04 0170

[LEGAL DESCRIPTION SUBJECT TO TITLE SEARCH]

EXHIBIT "B"

Preliminary HUD

[see attached]

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan			
1☐ FHA 2.☐ FmHA 3. ☐ Conv. Unins. 4☐ VA 5.☐ Conv. Ins.	6. File Number JACKSON-PAR 3	7. Loan Number	8. Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: The City of Hallandale Beach

ADDRESS OF BORROWER:

E. NAME OF SELLER: Embra Jackson, Eddie Jackson and Wilma Beasley

ADDRESS OF SELLER:

F. NAME OF LENDER:

ADDRESS OF LENDER:

G. PROPERTY LOCATION: NW 2nd Avenue
Hallandale Beach, FL 33009

H. SETTLEMENT AGENT: SHUTTS & BOWEN, LLP
200 EAST BROWARD BLVD., SUITE 2100, FT. LAUDERDALE, FL 33301 (954) 524-5505

PLACE OF SETTLEMENT: 200 EAST BROWARD BLVD., SUITE 2100, FT. LAUDERDALE, FL 33301

I. SETTLEMENT DATE: 11/1/2013

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100.GROSS AMOUNT DUE FROM BORROWER		400.GROSS AMOUNT DUE TO SELLER	
101.Contract sales price	55,000.00	401.Contract sales price	55,000.00
102.Personal property		402.Personal property	
103.Settlement charges to borrower (line 1400)	2,092.88	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106.City/town taxes to		406.City/town taxes to	
107.County taxes to		407.County taxes to	
108.Assessments to		408.Assessments to	
109. to		409. to	
110. to		410. to	
111. to		411. to	
112. to		412. to	
120.GROSS AMOUNT DUE FROM BORROWER ▶	**57,092.88**	420.GROSS AMOUNT DUE TO SELLER ▶	**55,000.00**
200.AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500.REDUCTIONS IN AMOUNT DUE TO SELLER	
201.Deposit or earnest money	5,000.00	501.Excess deposit (see instructions)	
202.Principal amount of new loan(s)		502.Settlement charges to seller(line 1400)	
203.Existing loan(s) taken subject to		503.Existing loan(s) taken subject to	
204.		504.Payoff of first mortgage loan	
205.		505.Payoff of second mortgage loan	
206.Principal amount of seller financing		506.Principal amount of seller financing	
207.		507.	
208.		508.	
209.		509.	
209a		509a	
209b		509b	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210.City/town taxes to		510.City/town taxes to	
211.County taxes 1/1/2013 to 11/1/2013	334.60	511.County taxes 1/1/2013 to 11/1/2013	334.60
212.Assessments to		512.Assessments to	
213. to		513. to	
214. to		514. to	
215. to		515. to	
216. to		516. to	
217. to		517. to	
218. to		518. to	
219. to		519. to	
220.TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER ▶	**5,334.60**	520.TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	**334.60**
300.CASH AT SETTLEMENT FROM/TO BORROWER		600.CASH AT SETTLEMENT TO/FROM SELLER	
301.Gross amount due from borrower (line 120)	57,092.88	601.Gross amount due to seller (line 420)	55,000.00
302.Less amounts paid by/for borrower (line 220)	5,334.60	602.Less reductions in amount due seller (line 520)	334.60
303.CASH ☒ From ☐ To BORROWER ▶	**51,758.28**	**603.CASH ☒ To ☐ From SELLER ▶**	**54,665.40**

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L. Settlement Charges		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. TOTAL SALES/BROKER'S COM. based on price @ % =			
Division of Commission (line 700) as follows:			
701.	to		
702.	to		
703. Commission paid at Settlement			
704.	to		
800. Items Payable In Connection With Loan			
801. Loan Origination Fee %	to		
802. Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application Fee	to		
807.	to		
808.	to		
809.	to		
810.	to		
811.	to		
812.	to		
813.	to		
814.	to		
815.	to		
900. Items Required By Lender To Be Paid In Advance			
901. Interest from 11/1/2013 to 12/1/2013 @ /day			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for years	to		
904. years	to		
905. years	to		
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months@ per month		
1002. Mortgage insurance	months@ per month		
1003. City property taxes	months@ per month		
1004. County property taxes	months@ per month		
1005. Annual assessments	months@ per month		
1006.	months@ per month		
1007.	months@ per month		
1008.	months@ per month		
1009.			
1100. Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to Shutts & Bowen LLP	350.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to Shutts & Bowen LLP		
(includes above items numbers:			
1108. Title insurance	to	316.25	
(includes above items numbers:			
1109. Lender's coverage: Risk Premium	INS AMT:		
1110. Owner's coverage: Risk Premium 316.25	INS AMT: 55,000.00		
1110a Endorsements: FF9.1-31.63;		31.63	
1111. Misc. costs, courier, fed. Exp. copies	to Shutts & Bowen LLP		
1112.	to		
1113.	to		
1200. Government Recording and Transfer Charges			
1201. Recording Fees: Deed $10.00; L-Mortgage(s) ; S-Mortgage(s) ; Releases		10.00	
1202. City/county tax/stamps: Deed ; L-Mortgage(s) ; S-Mortgage(s)			
1203. State tax/stamps: Deed $385.00; L-Mortgage(s) ; S-Mortgage(s)		385.00	
1204.			
1205.			
1300. Additional Settlement Charges			
1301. Survey	to	500.00	
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304. Municipal Lien Letters	to	250.00	
1305. UCC searches	to	250.00	
1306.	to		
1307.	to		
1308.	to		
1309.	to		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, SectionK) ▶		**2,092.88**	

CERTIFICATION DATE: 11/1/2013

I have carefully reviewed the HUD - 1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD - 1 Settlement Statement.

The City of Hallandale Beach — Borrower

Embra Jackson and Eddie Jackson — Seller

Borrower

Wilma Beasley — Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

SHUTTS & BOWEN, LLP
Settlement Agent

11/1/2013 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

1V

FLORIDA DEPARTMENT OF REVENUE

Affidavit of No Florida Estate Tax Due

DR-312
R. 07/05

INSTR # 107398323
OR BK 44636 Pages 1692 - 1692
RECORDED 09/21/07 14:17:50
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3110
#16, 1 Pages

PROBATE
2007 SEP 12 PM 3:42
CLERK OF COURT
BROWARD COUNTY, FLORIDA

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

IN RE: ESTATE OF

EDDIE JACKSON

Deceased.

PROBATE DIVISION

File No. 07-4378

Division 60

(This space available for case style of estate probate proceeding)

(For official use only)

State of Florida County of Broward

I, the undersigned, Fred Fletcher (print name of personal representative), do hereby state:

1. I am the personal representative as defined in section 198.01 or s. 731.201, Florida Statutes, as the case may be, of the estate of EDDIE JACKSON (print name of decedent).
2. The decedent referenced above, whose social security number is XXX-XX-6136, died on 06/20/07 (date of death), and was domiciled (as defined in s. 198.015, F.S.) at the time of death in the state of Florida.

   On date of death, the decedent was (check one): [X] a U.S. citizen [ ] **not** a U.S. citizen
3. A federal estate tax return (federal Form 706 or 706-NA) is not required to be filed for the estate.
4. The estate does not owe Florida estate tax pursuant to Chapter 198, F.S.
5. I acknowledge personal liability for distribution in whole or in part of any of the estate by having obtained release of such property from the lien of the Florida estate tax.

Under penalties of perjury, I declare that I have read this Affidavit and that the facts stated are true.

Executed this 14th day of August, 2007 Signature [signature]

Print Name Fred Fletcher Telephone number 407-694-1102

Mailing Address 621 NW 5th Court City/State/ZIP Hallandale Beach, FL 33009

State of Florida County of Broward

Sworn to (or affirmed) and subscribed before me by Fred Fletcher

On this 14th day of August, 2007

Signature of Notary [signature]

(Check one)

[X] Personally known

[ ] Or Produced Identification

Type of identification produced

NOTARY PUBLIC STATE OF FLORIDA 1-800-3-NOTARY
RICHARD JULES KAPLAN
MY COMMISSION # DD478708
EXPIRES: November 12, 2009
Fl. Notary Discount Assoc. Co.

Print, type, or stamp name of Notary Public

SU

File this form with the appropriate clerk of the court. Do not mail to the Florida Department of Revenue.

W/C Tri County for:
Richard J. Kaplan, Esq.
1999 University Drive, Suite 402
Coral Springs, FL 33071

4 3

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

EDDIE JACKSON

File No. 07-4378

Division 60

Deceased.

07 SEP -6 PM 2:58

LETTERS OF ADMINISTRATION
(single personal representative)

INSTR # 107371491
OR BK 44593 Pages 1345 - 1346
RECORDED 09/11/07 09:54:13
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3110
#4, 1 Pages

THIS ESTATE MUST BE CLOSED WITHIN 12 MONTHS IF NOT CONTESTED.

TO ALL WHOM IT MAY CONCERN

WHEREAS, EDDIE JACKSON

a resident of Broward County, Florida

died on June 20th, 2007, owning assets in the State of Florida, and

WHEREAS, FRED FLETCHER

has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare FRED FLETCHER

duly qualified under the laws of the State of Florida to act as personal representative of the estate of EDDIE JACKSON

, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED on Sept. 5, 2007.

Circuit Judge

Upon entry to a safe deposit box, an inventory of the contents must be made in the presence of a bank employee witnessed, and filed with the court.

STATE OF FLORIDA
BROWARD COUNTY
I DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Circuit Court Clerk of Broward County, Florida, and that same is in full force and effect.
WITNESS my hand and Official Seal at Fort Lauderdale Florida, this the 18 day of October 2013
Howard C. Forman
Deputy Clerk

17TH JUDICIAL CIRCUIT

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(863) 763-5555
FLSSI FLORIDA LAWYERS SUPPORT SERVICES INC.

LAW OFFICES
RYAN & RYAN, LLC
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004-3090

ARCHIE J. RYAN III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN*
VICTORIA J. PAPPAS
*Board Certified City County and Local Government Lawyer

TELEPHONE 954.920.2921
FACSIMILE 954.921.1247

August 7, 2013

Ms. Wilma Beasley
801 NW 36 Terrace
Fort Lauderdale, Florida 33311

Re: Property Title Transfer
Our File Number: 22714C-PRO

Dear Ms. Beasley:

Enclosed please find the original, recorded Quit Claim Deed by which Donna D. Banks and her husband transferred their one-half interest in the vacant lot in Hallandale Beach to you.

You now own one-half of that vacant lot and the heirs of Eddie F. Jackson own the remaining one-half interest.

Very truly yours,

ARCHIE J. RYAN, III

AJR-III/cs
Enclosure

L:\Casey\AJR\Letter to Wilma Beasley.wpd

PREPARED BY/RETURN TO:
ARCHIE J. RYAN III, ESQ.
700 East Dania Beach Boulevard
Third Floor
Dania Beach, Florida 33004

INSTR # 111721834
OR BK 50058 Pages 524 - 525
RECORDED 08/07/13 02:15:43 PM
BROWARD COUNTY COMMISSION
DOC-D: $0.70
DEPUTY CLERK 3075
#1, 2 Pages

Folio Number: 5142 22 04 0170

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this 6th day of August, 2013, from **DONNA D. BANKS**, a married woman, joined by her husband, **DAVE BANKS**, whose post office address is 13121 Berwickshire Drive, Jacksonville, FL 32224, **Party of the First Part**, to **WILMA BEASLEY**, whose post office address is 801 NW 36 Terrace, Fort Lauderdale, FL 33311, **Party of the Second Part.**

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said Party of the Second Part forever, all the right, title, interest claim and demand which the said Party of the First Part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Broward, State of Florida, to wit:

> **An undivided one-half (½) interest in Lot 9, Block B, GEORGE M. PHIPPENS SUBDIVISION, according to the Plat thereof, recorded in Plat Book B, Page 145, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.**

THIS TRANSACTION is a conveyance of unencumbered property for no consideration and accordingly only the minimum amount of documentary stamp tax is required herein.

THIS DEED was prepared without examination of the title to the lands herein described and no warranty or other representation is made and no opinion, express or implied, is given as to the marketability or condition of the title thereto, the quantity of the land included, the location of the boundaries thereto, or the existence of liens, unpaid taxes or encumbrances.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Party of the First Part, either in law or equity, to the only proper use, benefit and behoof of the said Party of the Second Part.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: _____
Print Name: Penelope J Peterson

Witness: _____
Print Name: Robin Leventhal

Witness: _____
Print Name: CHARLES FRANK

Witness: _____
Print Name: TIM ROBINSON

_____
DONNA B. BANKS

_____
DAVE BANKS

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged and subscribed before me, an officer duly qualified to administer oaths and take acknowledgments, by DONNA D. BANKS, a married woman, joined by her husband, DAVE BANKS, who have produced their FLDL as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of August, 2013.

EILEEN HOLSTON
Notary Public - State of Florida
My Comm. Expires Jun 5, 2016
Commission # EE 205049

_____
Notary Public, State of Florida
Printed Name: Eileen Holston
My Commission Expires: 6-5-16

L:\Krystal\Archie\Real Estate\QUIT CLAIM DEEDS\DONNA D. BANKS\QuitClaimDeed.wpd