EXHIBIT 9

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

September 27, 2013

Mr. Josh Brown, Jr.
412 NW 2 Ave
Hallandale, Fl. 33009
C/O Wayne Solomon

RE: Formal offer to purchase properties-Folio #'s 5142-22-04-0150 & 5142-22-04-0160

Dear Mr. Brown:

This letter serves as the City's formal offer to purchase the properties referenced above. The combined offer for both parcels is $230,000.

As you are aware, the City has obtained formal appraisals for both properties in order to determine fair market value. The appraisal for the property located at 412 N.W. 2 Avenue (folio 5142-22-04-0150) came in at $160,000, after adjustments for annual building expenses. You disagreed with this value and you proceeded to obtain a second appraisal. That appraisal reflected a value of $190,000, a difference of approximately 19%.

Due to the difference in appraised values, the City proceeded to request a formal Appraisal Review Report from Broward County's Real Property Division. The report reflected significant deficiencies with the appraisal you obtained. With that in mind, but in an effort to move forward with this transaction, the City is prepared to offer $175,000 for the property located at 412 N.W. 2 Avenue. The offer on the adjacent parcel (folio # 5142-22-04-0160) is $55,000, consistent with the appraised value.

Attached are a draft purchase and sale agreement and a HUD-1 for each parcel. Should the terms be acceptable to you, we would ask that you sign and return the documents to our office immediately. City Commission approval is required in order to authorize the property purchase transactions. It is our hope to seek Commission approval at the October 16, 2013 meeting, which means we would need the signed documents back no later Friday, October 4, 2013.

Should you have any questions, please feel free to contact me.

Sincerely,

Daniel A. Rosemond,
Deputy City Manager/CRA Director

C: Renee C. Miller, City Manager

PURCHASE AND SALE AGREEMENT

[Parcel #5]

For property located at:

412 NW 2nd Avenue

Hallandale Beach, Florida 33009

Parcel ID

5142 22 04 0150

Dated as of

_____, 2013

Between

JOSH BROWN

And

The City of Hallandale Beach

PURCHASE AND SALE AGREEMENT

[Parcel #5]

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is dated as of _____, 2013, by and between JOSH BROWN (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:** 412 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.

5.

   a. **PURCHASE PRICE: One Hundred Seventy-Five** Thousand and No/100 Dollars ($175,000.00);

   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.

6. **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.

7. **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").

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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:
JOSH BROWN
657 NW 5th Court
Hallandale Beach, FL 33009
(954) _____
_____@_____

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.

17. **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.**

18. **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.

19. **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.

20. **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:

_____

Print Name:_____

_____

Print Name:_____

SELLER:

_____

JOSH BROWN

WITNESS:

_____

Print Name:_____

_____

Print Name:_____

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 7 Blk B of the Public Records of Broward County, Florida

Broward County Tax Folio 5142-22-04-0150

[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 BROWN-PARCEL 5	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: Josh Brown, Jr.

ADDRESS OF SELLER:

F. NAME OF LENDER:

ADDRESS OF LENDER:

G. PROPERTY LOCATION: 412 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	175,000.00	401.Contract sales price	175,000.00
102.Personal property		402.Personal property	
103.Settlement charges to borrower (line 1400)	3,630.00	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 ▶	**178,630.00**	420.GROSS AMOUNT DUE TO SELLER ▶	**175,000.00**
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 new loan(s)		506.	
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	3,948.41	511.County taxes 1/1/2013 to 11/1/2013	3,948.41
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 ▶	**8,948.41**	520.TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	**3,948.41**
300.CASH AT SETTLEMENT FROM/TO BORROWER		600.CASH AT SETTLEMENT TO/FROM SELLER	
301.Gross amount due from borrower (line 120)	178,630.00	601.Gross amount due to seller (line 420)	175,000.00
302.Less amounts paid by/for borrower (line 220)	8,948.41	602.Less reductions in amount due seller (line 520)	3,948.41
303.CASH ☒ From ☐ To BORROWER ▶	**169,681.59**	**603.CASH ☒ To ☐ From SELLER ▶**	**171,051.59**

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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	950.00	
(includes above items numbers:			
1109. Lender's coverage: Risk Premium	INS AMT:		
1110. Owner's coverage: Risk Premium 950.00	INS AMT: 175,000.00		
1110a Endorsements: FF9.1-95.00;		95.00	
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 $1,225.00; L-Mortgage(s) ; S-Mortgage(s)		1,225.00	
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) ▶		**3,630.00**	

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 — Josh Brown, Jr. — Seller

Borrower — 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.

INSTR # 111736748, OR BK 50078 PG 13, Page 1 of 1, Recorded 08/13/2013 at 04:20 PM, Broward County Commission, Doc. D: $0.70 Deputy Clerk 3285

Par #5

This instrument prepared by:
Record and Return to:
Josh Brown
657 N.W. 5th Court
Hallandale Beach, FL 33009

Parcel ID# 5142 22 04 0150

Quit Claim Deed

Made this 8th day of August, 2013 A.D. by Evelyn Brown, a married woman and Josh Brown, a married man, whose post office address is 657 N.W. 5th Court, Hallandale Beach, FL 33009 hereinafter called the grantor(s) to **Josh Brown Jr., a single man**, whose post office address 657 N.W. 5th Court, Hallandale Beach, FL 33009 hereinafter called grantee.

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantors, for and in consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS ($100.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to all that certain land situate in Broward County, Florida, to wit:

Lot 7, Block B of GEORGE M. PHIPPENS SUB, as per plat thereof, recorded in Plat Book B, Page 145, of Public Records of Broward County, Florida.

THIS DEED WAS PREPARED WITHOUT EXAMINATION OF TITLE.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **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 grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

GRANTORS UNDERSTAND THAT THERE MAY BE ADDITIONAL DOCUMENTARY STAMP TAXES REQUIRED TO BE AFFIXED (PAID ON) TO THIS DEED, WHICH MAY BE DETERMINED IN THE EVENT A MORTGAGE EXISTS ON THE SUBJECT PROPERTY OR IF IT IS DETERMINED THAT CONSIDERATION IN ADDITION TO THE $100.00 HAS BEEN PAID. GRANTOR HOLDS PREPARER HARMLESS WITH RESPECT TO SAID DOCUMENTARY STAMPS, INTEREST OR PENALTIES THEREON, AND GRANTEE, BY ACCEPTANCE OF THE INTEREST CONVEYED HEREIN, FURTHER HOLDS PREPARER HARMLESS WITH RESPECT TO SAID DOCUMENTARY STAMPTS, INTEREST OR PENALTIES THEREON.

Signed, sealed and delivered in our presence:

Witness Signature — Josh Brown (Seal)
Josh Brown

WAYNE Solomon
Witness Printed Name

Broderick Addderley
Witness Signature

BRODERICK ADDERLEY
Witness Printed Name

Witness Signature — Evelyn Brown (Seal)
Evelyn Brown

WAYNE Solomon
Witness Printed Name

Broderick Addderley
Witness Signature

BRODERICK ADDERLEY
Witness Printed Name

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 9 day of August, 2013, by Joyce Brown and George Vassell, who is personally known to me or has/have produced (✓ driver's license, ( ) passport, ( ) other _____ as identification and who did take an oath.

(SEAL)

Montjoy Cornish Brown
COMMISSION # FF022810
EXPIRES: MAY 30, 2017
WWW.AARONNOTARY.com

Notary Public Montjoy Cornish Brown

THIS IS NOT AN OFFICIAL COPY

PURCHASE AND SALE AGREEMENT

[Parcel #6]

For property located at:

NW 1st Avenue

Hallandale Beach, Florida 33009

Parcel ID

5142 22 04 0160

Dated as of

_____, 2013

Between

JOSH BROWN

And

The City of Hallandale Beach

PURCHASE AND SALE AGREEMENT

[Parcel #6]

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is dated as of _____, 2013, by and between JOSH BROWN (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 1st 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:
JOSH BROWN
657 NW 5th Court
Hallandale Beach, FL 33009
(954) _____
_____@_____

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:

_____

Print Name:_____

_____

Print Name:_____

_____

JOSH BROWN

WITNESS:

_____

Print Name:_____

_____

Print Name:_____

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 8 Blk B of the Public Records of Broward County, Florida

Broward County Tax Folio 5142-22-04-0160

[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 BROWN-PARCEL 6	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: Josh Brown, Jr.

ADDRESS OF SELLER:

F. NAME OF LENDER:

ADDRESS OF LENDER:

G. PROPERTY LOCATION: NW 1st 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 new loan(s)		506.	
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	712.03	511. County taxes 1/1/2013 to 11/1/2013	712.03
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 ▶	**5,712.03**	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	**712.03**
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)	5,712.03	602. Less reductions in amount due seller (line 520)	712.03
303. CASH ☒ From ☐ To BORROWER ▶	**51,380.85**	**603. CASH ☒ To ☐ From SELLER** ▶	**54,287.97**

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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	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

Josh Brown, Jr. — Seller

Borrower — 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.

INSTR # 111736749, OR BK 50078 PG 14, Page 1 of 1, Recorded 08/13/2013 at 04:20 PM, Broward County Commission, Doc. D: $0.70 Deputy Clerk 3285

Pan 6

This instrument prepared by:
Record and Return to:
Josh Brown
657 N.W. 5th Court
Hallandale Beach, FL 33009

Parcel ID# 5142 22 04 0160

Quit Claim Deed

Made this 8th day of August, 2013 A.D. by Evelyn Brown, a married woman and Josh Brown, a married man, whose post office address is 657 N.W. 5th Court, Hallandale Beach, FL 33009 hereinafter called the grantor(s) to **Josh Brown Jr., a single man**, whose post office address 657 N.W. 5th Court, Hallandale Beach, FL 33009 hereinafter called grantee.

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantors, for and in consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS ($100.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Broward County, Florida, to-wit:

Lot 8, Block 3 of GEORGE M. FRIPPENS SUB, as per plat thereof, recorded in Plat Book B, Page 145, of Public Records of Broward County, Florida.

THIS DEED WAS PREPARED WITHOUT EXAMINATION OF TITLE.

THIS IS NOT AN OFFICIAL COPY

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **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 grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In **Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

GRANTORS UNDERSTAND THAT THERE MAY BE ADDITIONAL DOCUMENTARY STAMP TAXES REQUIRED TO BE AFFIXED (PAID ON) TO THIS DEED, WHICH MAY BE DETERMINED IN THE EVENT A MORTGAGE EXISTS ON THE SUBJECT PROPERTY OR IF IT IS DETERMINED THAT CONSIDERATION IN ADDITION TO THE $100.00 HAS BEEN PAID. GRANTOR HOLDS PREPARER HARMLESS WITH RESPECT TO SAID DOCUMENTARY STAMPS, INTEREST OR PENALTIES THEREON, AND GRANTEE, BY ACCEPTANCE OF THE INTEREST CONVEYED HEREIN, FURTHER HOLDS PREPARER HARMLESS WITH RESPECT TO SAID DOCUMENTARY STAMPTS, INTEREST OR PENALTIES THEREON.

Signed, sealed and delivered in our presence:

Witness Signature

Josh Brown (Seal)
Josh Brown

WAYNE Solomon
Witness Printed Name

Witness Signature

BRODERICK ADDERLEY
Witness Printed Name

Witness Signature

Evelyn Brown (Seal)
Evelyn Brown

WAYNE Solomon
Witness Printed Name

Witness Signature

BRODERICK ADDERLEY
Witness Printed Name

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 13 day of August, 2013, by Joyce Brown and George Vassell, who is personally known to me or has/have produced (✓ driver's license, ( ) passport, ( ) other _____ as identification and who did take an oath.

(SEAL)

Montjoy Cornish Brown
COMMISSION # FF022810
EXPIRES: MAY 30, 2017
WWW.AARONNOTARY.com

Notary Public