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CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
REHABILITATION LOAN AGREEMENT

THIS AGREEMENT is entered into this 17 day of, **June 2014,** by and between the following parties: **SAINTANE AMBO and VILOTES AMBO** (owners) of the subject property; the **CITY OF NORTH MIAMI** (City), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161; and **RCX TILT UP CONSTRUCTION, INC.**, having its principal business address at 3440 Hollywood Blvd, # 415, Hollywood, Florida 33021 (Parties), regarding the rehabilitation of real property legally described as:

> Lot 17, Block 24, of **BREEZESWEPT ESTATES FIRST ADDITION**, according to the plat thereof, as recorded in Plat Book 60, at Page 26 of the Public Records of Miami-Dade County, Florida a/k/a 35 N.E. 130 Street, North Miami, Florida 33161 (subject property)

WITNESSETH:

WHEREAS, the Federal Department of Housing and Urban Development (HUD) has provided Community Development Block Grants (CDBG) to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit low and moderate income persons; and

WHEREAS, the City has determined through its Consolidated Plan for CDBG funds (Program), adopted by the Mayor and City Council in December, 2005, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties (Project), in accordance with CDBG criteria specifically described in Title I of the Housing and Community Development Act of 1974; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

WHEREAS, the Owner has agreed to the Project in accordance with Program specifications; and

WHEREAS, this Agreement is entered into after compliance by the parties with all applicable provisions of federal, state, and local laws, statutes, rules and regulations.

NOW, THEREFORE, in consideration of the mutual promises and the grant money in the amount of **Eighteen Thousand Two Hundred Seventy Dollars ($18,270.00)**, which is acknowledged, the Parties agree as follows:

1. CDBG funds in the amount of **Eighteen Thousand Two Hundred Seventy Dollars ($18,270.00)** are being utilized in this real estate transaction for the purpose of rehabilitating the subject property.

2. The Specifications & Proposal (Contract Documents) related to the Project, attached as Composite Exhibit "A", (as amended from time to time), represent the scope of services and responsibilities of the Parties under the Program.

3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

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4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.

5. The Owner agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner must have an active flood insurance policy.

6. The Parties acknowledge and agree that funds provided derive from CDBG Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.

7. The Owner acknowledges that the property is a residence, and agrees to continually occupy the property as a primary residence for at least a seven (7) year period commencing at the execution of this Agreement. If the Owner fails to continually occupy this residence for a seven (7) year period, the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining on this seven (7) year period. The funds provided by the City derive form the **CDBG** Program and that the funds shall be secured by a non- interest bearing Note and a Purchase Money Mortgage, which shall have priority over all other encumbrances, except a Purchase Money First Mortgage. The Parties agree that the indebtedness shall be partially forgiven in the amount of **Two Thousand Six Hundred Ten Dollars and 00/100 ($2,610.00)** each year over a **seven (7) year term**, until fully forgiven.

8. If any interest in the property is sold, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within seven (7) years of this Agreement's execution, such an event shall be considered a default. The indebtedness shall become payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.

9. The City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner fail to comply with the foregoing covenants and restrictions.

10. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.

11. In the event the Owner or Contractor prevent the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law.

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Further, action by the Owner or Contractor to prevent or deny the City's inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.

12. If the Owner terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 20% of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by Owner occur, as provided in paragraph 14, below.

13. The Owner shall not release or amend this Agreement without the prior written consent of the City.

14. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owner for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.

    In conjunction with the above paragraph, the Contractor, its subcontractors, agents or employees waive all rights to file a lien against the subject property.

15. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner, Contractor or any third person or entity.

16. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of **Eighteen Thousand Two Hundred Seventy Dollars ($18,270.00)**. Owner and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **Eighteen Thousand Two Hundred Seventy Dollars ($18,270.00)**. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

17. The Owner and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising from this Agreement.

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18. The Owner and Contractor shall not sublease, transfer or assign any interest in this Agreement.

19. In the event of a default, the City may mail to Owner or Contractor a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall determine the amount of compensation to be paid to the Contractor for the work completed up to the time of termination. Contractor shall be responsible for all repairs and replacement of all work to the City's satisfaction.

20. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

21. A default shall include but not be limited to the following acts or events of an Owner, Contractor, or their agents, servants, employees or subcontractors:

    a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued. Work shall be considered to have commenced and be in active progress when, in the opinion of the City a full complement of workmen and equipment are present at the site to diligently incorporate materials and equipment in accordance with the Project throughout the day on each full working day, weather permitting.

    b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.

    c. Insolvency or bankruptcy by the Owner or by the Contractor.

    d. Failure by the Contractor to maintain the insurance required by the City.

    e. Failure by the Contractor to correct defects within a reasonable time as decided in the City's sole discretion.

    f. The breach of any term or condition of this Agreement.

22. If the Owner defaults this Agreement by insolvency or bankruptcy, the following shall apply:

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a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:

1. In the event the Owners file a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner or Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owner agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owner acknowledges that such waiver is done knowingly and voluntarily.

2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owner in favor of the City.

3. In the event the Owner files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owner shall agree that the City is oversecured and, therefore, entitled to interest and attorneys fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owner has less than five (5) years of payments remaining on the Note, the Owner agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

b. Should this Agreement be entered into and fully executed by the parties, and the funds have not been forwarded to Owner or Contractor, the following shall occur:

In the event the Owner files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner acknowledges that the commencement of a

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bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owner acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owner acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Owner agrees to file a motion to assume the Agreement within ten (10) days after their receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Owner further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

c. Should the Parties wish to execute the Agreement after the Owner has filed for bankruptcy, the following shall occur:

1. The Owner agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner further agrees that any funds loaned by the City shall be secured by a lien on the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.

2. In the event of default, the City shall be entitled to pursue any and all available legal and equitable remedies, including, but not limited to, those remedies provided herein.

23. If Contractor defaults under this Agreement, by way of insolvency or bankruptcy, the following shall apply:

Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor files for bankruptcy, the following shall occur:

a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365. The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after a voluntary petition is filed pursuant to 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under 11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a

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valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor's breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owed by the City to Contractor under the terms of the Agreement.

b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.

c. In the event that the Owner defaults under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 22 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303. The Contractor further acknowledges and agrees that, in the event the City is not obligated to perform under the terms and conditions of this Agreement, as a result of the Owner defaulting under this Agreement by insolvency or bankruptcy, by filing a voluntary petition under 11 U.S.C. § 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, the City shall be entitled to assert any defenses to which it may avail itself against the Owner, against the Contractor including, but limited to, any claim or right of recoupment.

24. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.

25. The Owner and Contractor shall comply with all applicable requirements as described in Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.).

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26. All notices, demands, correspondence and communications between the Parties shall be deemed sufficient if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attn: Director, Community Planning & Development
With a copy to:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attn: City Attorney
If to Contractor:	RCX Tilt Up Construction, Inc. Brenda Calix (Registered Agent) 6206 Garfield Street Hollywood, Florida 33024
With a copy to:	RCX Tilt Up Construction, Inc. Brenda Calix (Registered Agent) 3440 Hollywood Blvd, # 415 Hollywood, Florida 33021
With a copy to:	RCX Tilt Up Construction, Inc. Brenda Calix (Registered Agent) 2821 North 66th Avenue Hollywood, Florida 33024
If to Owner:	Saintane Ambo and Vilotes Ambo 35 NE 130th Street North Miami, FL 33161

or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.

27. It is understood and agreed that all parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.

28. Any amendments, alterations or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.

29. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

30. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

Witness

Saintane Ambo, Owner

Witness

Vilotes Ambo, Owner

CONTRACTOR:

Witness

By: DocuSigned by: Brenda Calix 837D699594DB4E1...

Date: 6/30/2014

APPROVED:

DocuSigned by: Tanya Wilson-Seyour 1BED25791E0F46A...

Director
Community Planning & Development Department

7/15/2014
Date

ATTEST:

DocuSigned by: 2C7010872EE8414...

City Clerk

7/15/2014
Date

CITY OF NORTH MIAMI

By: DocuSigned by: Aleem Ghany AD8C42C3AFAE44B...

City Manager

7/15/2014
Date

APPROVED AS TO FORM:

DocuSigned by: Regine Monestime 9787BB01BC7F413...

City Attorney

7/7/2014
Date

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Exhibit A

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

EXTERIOR

This home has security bars on most windows and on front door. Carefully remove security bars at windows and doors and give back to homeowner.

01) INSTALL EXTERIOR DOOR- COMPLETE $ 2,400.00

NUMBER OF DOOR OPENING 3

Remove existing door, jamb, casing, threshold, and haul these materials/debris away. Replace wood buck, if deteriorated or necessary, set buck in premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. Install the door and its components in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

- Furnish and install new out-swing impact resistant six panels steel exterior door complete with jamb, casing, brick molding. Doors must be 1-3/4 inch solid core door.
- Install panoramic peephole, aluminum weather-stripping saddle, weather-stripping and spring/chain stop or doorstop. Install tamper proof hinges.
- The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside. The doorknob and deadbolt shall be keyed alike. Install the same doorknob and deadbolt as outlined in the product approval.
- Paint the new exterior door, by applying one coat of LOW or ZERO VOC primer/sealer and two coats of 100% LOW or ZERO VOC on the exterior paint and one coat of ZERO VOC primer/sealer and two coats of 100% ZERO VOC on the interior paint. Material allowance for paint must be mid grade or better of the City approved brands, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

02) REPLACE EXTERIOR WINDOWS WITH NON-IMPACT SINGLE HUNG WINDOWS $ 2,550.00

LOCATIONS: NORTH ELEVATION

NUMBER OF WINDOWS 6

Obtain permit to legalize existing windows.

The Contractors will verify measurements/dimensions and total number of openings to receive new windows. Note, not all windows are being replaced. Remove existing windows and install, in the same configuration as the existing windows, new single hung, non-impact, aluminum replacement windows with screens and factory-tinted glass. Homeowner shall select color of frames and degree of tinted glass from the standard stock. The aluminum windows and its components shall be installed in strict compliance with the Product Approval.

- Install tempered and obscure glass in bathroom windows.
- All exposed anchoring screws shall be the same color as the frame or concealed.
- Replace all missing, cracked, damage, wood and tiled sills with ½" marble sills.
- Replace wood buck, if deteriorated or necessary, set buck in caulk.
- Repair/replace all damaged surfaces inside and out, caused by windows installation. Any modifications or repairs/replacement work to, i.e., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- Remove the manufacturers' stickers and any residue on the glass after all final inspections.

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03) INSTALL ACCORDION HURRICANE SHUTTERS **$ 5,130.00**
LOCATIONS: ALL OPENINGS

Install new aluminum accordion storm shutters. Permanently install the shutters and its components in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA). Homeowner and/or Homeowner Association will select the color of the new shutters. Remove all previously installed shutters, awnings and attachment hardware including makeshift shutters. Repair adjacent surfaces to match existing.

- All exposed anchoring screws shall be the same color as the frame or concealed.
- Relocate required electrical items, to accommodate the shutters installation.

04) INSTALL NEW OVERHEAD GARAGE DOOR AND OPENER **$ 1,750.00**

Remove and replace the overhead garage door. Contractor to verify measurements and modify the opening as required accommodating the new garage door installation. The new overhead garage door shall be made of metal: discuss with Homeowner. The new overhead garage door should not require painting. Homeowner will select a standard color and style. Repair all damaged walls inside and out, caused by door removal. Any modifications or repairs work to stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces. If any painting is required, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on jamb, and casing. The new overhead garage door with it components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

- Connect to the existing door opening system.
- Install a new overhead garage door opener, powered by ½-hp motor. Add electrical receptacle to accommodate the new overhead garage door opener.

If the garage does not have ventilation per code, provide a garage door with a 120 square inches screened vent between the garage floor level and no higher than 7" above the garage floor level. Vents provide within an approved garage door as per the manufacturer and the Florida Building Code product approval (or Miami/Dade NOA).

05) INSTALL NEW GUTTER & DOWNSPOUT **$ 1,450.00**

Remove any existing gutters and downspouts. Install new 6" seamless metal gutter and downspout system (on the entire house). The Homeowner will select color from standard stock colors. Install new splash 24" blocks at downspouts, discharging the water away from any foundation.

06) PLUMBING VIOLATIONS **$ 890.00**

Provide labor and material to relocate existing waterline inside the steps at the rear of the property to its appropriate location. Provide and install shut off valves. Repair steps and install railing.

07) REPLACE ALL DETERIORATED, MISSING SOFFIT AND SOFFIT VENTS **$ 750.00**

Remove all damaged, deteriorated soffit; including all damaged, painted, missing or deteriorated soffit vents. Haul away all debris from property at once. Soffit and vents replacement shall be with matching size and material. All soffit shall be secured with non-corrosive nails. Minimum length of any soffit segment shall be 5 feet. Remove all attachments to soffit, as required, and reattached after soffit replacement.

Paint existing fascia, soffits and soffit screens. Apply one coat of LOW VOC primer/sealer and two coats of 100% LOW VOC exterior paint at fascia, soffits and soffit screens. Material allowance for paint must be mid grade or better.

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INTERIOR

08) LEAD REMEDIATION **$ 3,350.00**

The intent of the following specifications, in this work item, is to remove existing lead affected windowsills in all windows and dispose off as per EPA rules and regulations.

09) Lead Base Paint Inspection **$0.00**

Inspection conducted by AGC Environmental Consulting June 5, 2014. Cost is not considered in this agreement, however will apply to CDBG mortgage and Note recorded with Miami-Dade County Clerk of Courts.

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Exhibit B

Program Regulations

All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the Agreement and all applicable plans and specifications. Change Orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the City of North Miami prior to work being performed or Change Orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner's responsibility.

Upon execution of this agreement, the property owner agrees and understands that a sign will be posted in the front of the property for the entire duration of this agreement. All projects will be subject to before and after photos and may be included in various local, state and federal reports, which are public records.

Commencing Work

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

Method of Payment

Program funds shall be disbursed to the Contractor as follows:

a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics, materialmen's or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.

b. Program funds shall be paid upon compliance by the contractor with the following:

1. Environmental Review
   - The National Environmental Policy Act (42 U.S.C. 4321, et seq.);
   - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
   - Environmental Review Procedures (24 CFR Part 58);
   - National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.);
   - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.)

2. Lead Based Paint

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- Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.);
- HUD Lead Based Paint Regulations (24 CFR Part 35).

3. Asbestos
   - Asbestos Regulations (40 CFR 61, Subpart M);
   - U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).

4. Labor Standards
   - The Davis-Bacon Act (40 U.S.C. 276a) as amended;
   - The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
   - Federal Labor Standards Provisions (29 CFR Part 5.5).

Additionally, all parties agreed to comply with all existing federal, state and local laws and ordinances hereto applicable, as amended.

When requesting a payment, **ALL** of the following documents must be submitted at the same time. If there are any documents missing, the payment request package will **NOT** be accepted.

- Contractor's Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor's Payment Request
- Homeowner's Payment Authorization
- Subcontractor's List
- Contractor's Payment Request Worksheet
- Certificate of Completion **(submit only with final payment)**

Final payment shall be due and payable within **forty (45) calendar days** following completion of all terms of this contract and final inspection and acceptance of same by the Homeowner and the City of North Miami.

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This Instrument Prepared By and Return to
Carol F. Keys, Attorney at Law
12700 Biscayne Boulevard
Suite 401
North Miami, Florida 33181
(305) 891-1600

Grantee S. S. No.
Grantee S. S. No.

Tax Folio No. 06-2125-026-2330

WARRANTY DEED (STATUTORY FORM - SECTION 689.02, F. S.)

THIS INDENTURE, made this 11 day of August, 1998, between **Joseph F. Padron and Maria Y. Padron, his wife,** (hereinafter "Grantors"), and **Saintane Ambo and Vilotes Ambo, his wife,** whose Post Office address is 35 NE 130 Street, North Miami, FL 33161, (hereinafter "Grantees").

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires).

WITNESSETH that said Grantors, for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations paid to Grantors by Grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to Grantees, and Grantees heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lot 17, Block 24, of BREEZESWEPT ESTATES FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 60, at Page 26, of the Public Records of Dade County, Florida.

SUBJECT TO:

1. Taxes for 1998 and subsequent years.
2. Conditions, easements, limitations and restrictions of records, provided that nothing set forth herein shall serve to reimpose the same.
3. Zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

and Grantors hereby covenant with Grantees that the Grantors are lawfully authorized to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

98-144.1

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IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 11 day of August, 1998.

Signed, sealed and delivered in our presence:

(Signature of first witness)

CAROL F. KEYS
(Printed name of first witness)

(Signature of second witness)

K. Anderson
(Printed name of second witness)

Joseph F. Padron
35 NE 130th Street, North Miami, FL 33161

Maria Y. Padron
35 NE 130th Street, North Miami, FL 33161

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 11 day of August, 1998, by Joseph F. Padron and Maria Y. Padron, ☐ who are personally known to me, ☐ or who have produced Florida drivers licenses or ☐ who have produced Florida Driver's Lic as identification and who did not take an oath.

Notary Public State of Florida at Large

My Commission Expires:

OFFICIAL NOTARY SEAL
K ANDERSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC492251
MY COMMISSION EXP. AUG. 28,1999

98-144.2

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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 6/13/2014

Property Information	
Folio:	06-2125-026-2330
Property Address:	35 NE 130 ST <
Owner	SAINTANE AMBO &H VILOTES
Mailing Address	35 NE 130 ST NO MIAMI , FL 33161-4523
Primary Zone	0700 SGL FAMILY - 1551-1700 SQ
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	2,461 Sq.Ft
Living Area	2,073 Sq.Ft
Adjusted Area	2,183 Sq.Ft
Lot Size	7,500 Sq.Ft
Year Built	1957

Assessment Information			
Year	2014	2013	2012
Land Value	$24,921	$14,697	$14,697
Building Value	$98,235	$98,235	$112,381
XF Value	$264	$264	$312
Market Value	$123,420	$113,196	$127,390
Assessed Value	$114,893	$113,196	$118,326

Taxable Value Information			
	2014	2013	2012
County			
Exemption Value	$50,000	$50,000	$50,000
Taxable Value	$64,893	$63,196	$68,326
School Board			
Exemption Value	$25,000	$25,000	$25,000
Taxable Value	$89,893	$88,196	$93,326
City			
Exemption Value	$50,000	$50,000	$50,000
Taxable Value	$64,893	$63,196	$68,326
Regional			
Exemption Value	$50,000	$50,000	$50,000
Taxable Value	$64,893	$63,196	$68,326

Benefits Information				
Benefit	Type	2014	2013	2012
Save Our Homes Cap	Assessment Reduction	$8,527		$9,064
Homestead	Exemption	$25,000	$25,000	$25,000
Second Homestead	Exemption	$25,000	$25,000	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/1998	$111,000	18229-1253	2008 and prior year sales; Qual by exam of deed
02/01/1994	$0	16301-1878	Qual by exam of deed
12/01/1992	$0	15737-0621	Qual by exam of deed
11/01/1991	$0	15343-1523	Qual by exam of deed

Short Legal Description

BREEZESWEPT ESTATES 1ST ADD
PB 60-26
LOT 17 BLK 24
LOT SIZE 75.000 X 100
OR 18229-1253 0898 1

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp (http://www.miamidade.gov/info/disclaimer.asp)

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