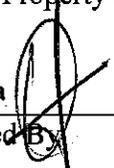


HOME - 1st TIME HOMEBUYER AGREEMENT CHECKLIST

HOME AGREEMENT CHECKLIST	Checked and Correct	Incorrect or Missing
Page 1 - Enter current month, day, and year	OK	
Page 1 - Enter purchaser's current principle address (Use information from housing application)	OK	
Page 1 - Enter property legal description (Use information on warranty deed) including property address	OK	
Page 1 & 3- Enter amount of down payment assistance Clause: 1, 16(3)	OK	
Page 1 & 9 - Enter Escrow Agent's Name and Principle Address (See sunbiz.org)	OK	
Page 2 - Highlight affordability period. Calculate annual forgiveness over affordability period Clause: 7, 9,10,11, 16(3)	OK	
Page 5 - Enter Escrow Agent's, and Purchaser's address	OK	
Page 6 - Signature Page (City Attorney, City Manager, CP&D Director, City Clerk, Purchaser, & Witness)	OK	

EXHIBIT A

- HOME Homeownership Agreement - Case# 12-6 Buyer's Name Sauveur, Villibrante & Marie
- HOME Mortgage and Note - \$ 13,737.50
- Declaration of Restrictive Covenant
- Sale/Purchase Contract
- Copy of 1st Mortgage & Note
- HUD 1 - Fully executed
- Title Commitment - Legal Description
- Property Search

Otera  _____
 Prepared By _____ Date 6/3/2013 Housing Manager  Date 6/3/2013

- Recorded On Spreadsheet
- Grant Funds Requested/Disbursed
- Original Mortgage & Note pending recording - **recorded on 5/3/13**
- Agreement signed - Purchaser(s), Title Agent, City Attorney, Witness(s)

EXHIBIT A

PURCHASE AGREEMENT AND RELATED DOCUMENTS

EXHIBIT B

The City, upon receipt of the Purchase and Sale Agreement and other related documents and its final approval of the HOME Application, shall provide funds in the form of a check made payable to the Escrow Agent. The City shall deliver to the Escrow Agent the original mortgage and note for recording, and the Escrow Agent shall provide the City with the original recorded mortgage and note and a copy of any and all other recorded instruments related to this real estate transaction.

If there is a first purchase money mortgage and note to be recorded pursuant to this real estate purchase, the Escrow/Closing Agent shall contemporaneously record the City's original mortgage and note with the first mortgage and note.

The City's mortgage and note shall not be considered subordinate to any second mortgage or other encumbrance. If the City's mortgage and note are attempted to be subordinated to a second mortgage or other encumbrance, funds will be withheld.



**MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER
PROPERTY SEARCH SUMMARY REPORT**

*Carlos Lopez-Cantera
Property Appraiser*

Property Information:	
Folio	06-2219-014-0240
Property Address	907 NE 145 ST
Owner Name(s)	LHHA HOUSING DEV LLC
Mailing Address	181 NE 82 ST MIAMI FL 33138
Primary Zone	0400.SGL FAMILY - 901-1200 SQF
Use Code	0004 RESIDENTIAL - SINGLE FAMILY
Beds/Baths/Half	3/2/0
Floors	1
Living Units	1
Adj. Sq. Footage	1,597
Lot Size	8,385 SQ FT
Year Built	1954
Legal Description	POINCIANNA MANOR SEC 4 PB 57-5 LOT 29 BLK 3 LOT SIZE 65.000 X 129 OR 18718-4640 07 1999 1 OR 28102-1333 0412 12
Assessment Information:	
	Current
Year	2012
Land Value	\$17,062
Building Value	\$67,626
Market Value	\$84,688
Assessed Value	\$64,688
	Previous
Year	2011
Land Value	\$13,761
Building Value	\$79,093
Market Value	\$92,874
Assessed Value	\$92,874
Exemption Information:	
	Current
Year	2012
Homestead	\$0
2nd Homestead	\$0
Senior	\$0
Veteran Disability	\$0
Civilian Disability	\$0
Widow(er)	\$0
	Previous
Year	2011
Homestead	\$0
2nd Homestead	\$0
Senior	\$0
Veteran Disability	\$0
Civilian Disability	\$0
Widow(er)	\$0



Aerial Photography 2012

Taxable Value Information:			
	Current		Previous
Year	2012		2011
	Exemption/Taxable		Exemption/Taxable
County	\$0/\$84,688	\$0/\$84,688	\$0/\$92,874
School Board	\$0/\$84,688	\$0/\$84,688	\$0/\$92,874
City	\$0/\$84,688	\$0/\$84,688	\$0/\$92,874
Regional	\$0/\$84,688	\$0/\$84,688	\$0/\$92,874
Sale Information:			
Date	Amount	OR Book-Page	Qualification Code
4/2012	\$59,400	28102-1333	Deeds to or from financial institutions
2/2010	\$48,100	27242-4027	Deeds to or from financial institutions
2/2010	\$100	27202-3971	Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid; or, Transfer of ownership by other than a deed such as a final judgement or court order.
4/2010	\$100	27287-0119	Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid; or, Transfer of ownership by other than a deed such as a final judgement or court order.
7/1999	\$99,000	18718-4640	Sales which are qualified
1/1976	\$92,600	00000-0000	Sales which are qualified

Disclaimer:

The Office of the Property Appraiser and Miami-Dade County are continually editing and updating the tax roll and GIS data to reflect the latest property information and GIS positional accuracy. No warranties, expressed or implied, are provided for data and the positional or thematic accuracy of the data herein, its use, or its interpretation. Although this website is periodically updated, this information may not reflect the data currently on file at Miami-Dade County's systems of record. The

 First American Title	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

File No.: 13-127

1. Effective Date: 03/28/13 08:00.00 a.m. Proposed Amount of Insurance:
2. Policy or Policies to be issued:
- a. Owner's Policy **ALTA Owner's Policy (6/17/06). (With Florida Modifications)**
 Proposed Insured: \$155,000.00
Villibrante Sauveur and Marie Denise Sauveur, husband and wife

- b. Loan Policy **ALTA Loan Policy (6/17/06). (With Florida Modifications)**
 Proposed Insured: \$145,100.00
1st: FLORIDA COMMUNITY BANK, N.A. ISAOA, ATIMA

- 2nd: CITY OF NORTH MIAMI, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA**

c. Proposed Insured: \$15,000.00
 Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
LHHA Housing Development, LLC, a Florida limited liability company

5. The land referred to in this Commitment is described as follows:
SEE SCHEDULE A (CONTINUED)

M&M TITLE SERVICES, INC.

By  _____
 Authorized Countersignature
 (This Schedule A valid only when Schedules BI & BII are attached)



First American Title

ISSUED BY

First American Title Insurance Company

Schedule A (Continued)

File No.: 13-127

Lot 29, Block 3 of POINCIANNA MANOR SECTION 4, according to the Plat thereof, recorded in Plat Book 57, at Page 5 of the Public Records of Miami-Dade County, Florida.

 First American Title	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI	

File No.: 13 - 127

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
5. **Warranty Deed from LHHA Housing Development, LLC, a Florida limited liability company, to Villibrante Sauveur and Marie Denise Sauveur, husband and wife. In connection with said deed, we will further require regarding the grantor:**
6. **Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;**
7. **That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;**
8. **If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;**
9. **Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;**
10. **Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;**

See Continuation Sheet

CONTINUATION SHEET

Schedule B-I Clauses

FILE NO: 13-127

11. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and
12. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
13. Mortgage from Villibrante Sauveur and Marie Denise Sauveur, husband and wife, to FLORIDA COMMUNITY BANK, encumbering the land described in Schedule A in the amount of \$145,100.00.
14. Mortgage from Villibrante Sauveur and Marie Denise Sauveur, husband and wife, to CITY OF NORTH MIAMI, encumbering the land described in Schedule A in the amount of \$15,000.00.
15. In relation to the Notice(s) of Commencement, recorded in Book 28355, Page 3132, on November 13, 2012, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.
16. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.
17. Proof of payment of taxes and assessments for the year 2012, and prior years, plus any penalties and interest.
18. Note: 2012 ad valorem taxes show PAYABLE in the gross amount of \$2,075.91 for Tax Identification No. 06 22190140240.
19. Note: We reserve the right to make further requirements upon examination of the survey of this property.
20. Note: Upon issuance of Final Loan Policy, the following Endorsements shall hereby be attached 8.1 and Florida Form 9, if applicable.
21. Note: The following conveyance(s) have been recorded within the last 24 months:
Special Warranty Deed recorded in Book 28102, Page 1333
See Continuation Sheet

 First American Title	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII	

File No.: 13-127

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.
9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of POINCIANA MANOR SECTION 4, as recorded in Plat Book 57, Page(s) 5, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Declaration of Covenants, Conditions and Restrictions recorded in Book 28102, Page 1335, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

See Continuation Sheet

CONTINUATION SHEET

(SCHEDULE B-II CONTINUED)

FILE NO: 13-127

11. Conditional Certificate of Reoccupancy recorded in Book 28140, Page 3534.

OWNER'S POLICY ONLY:

12. Subject to any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid services charges for services by any water, sewer or gas system serving the lands described herein.

**CITY OF NORTH MIAMI
HOME INVESTMENT PARTNERSHIP PROGRAM
HOMEOWNERSHIP AGREEMENT**

This AGREEMENT is entered into this 30th day of April 2013, by and between the following parties: 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 **VILLIBRANTE and MARIE DENISE SAUVEUR** (Purchasers), whose principal address is, 834 NE 86TH Street, Miami, Florida 33138, and who is attempting to purchase real property located within North Miami, Florida, more particularly and legally described as:

Lot 29, Block 3 of POINCIANNA MANOR SECTION 4, according to the Plat thereof, recorded in Plat Book 57, at Page 5 of the Public Records of Miami-Dade County, Florida a/k/a 907 NE 145 Street, North Miami, Florida 33161

In 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 M & M Title Services, Inc. (Escrow Agent), closing agent for the purchase transaction, whose offices are located at 16800 NE 2nd Avenue, North Miami Beach, FL 33162 (Parties).

WITNESSETH:

WHEREAS, the Federal Department of Housing and Urban Development (HUD) has provided HOME Investment Partnership Program (HOME) funds to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit very low and low income persons; and

WHEREAS, the City has determined through its Consolidated Plan for HOME funds (Program), adopted by the Mayor and City Council in June, 2005, to provide assistance to eligible homeowners within the City for the purpose of purchasing property (Project), in accordance with HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; 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.

WHEREAS, the Purchaser(s) and Escrow Agent have agreed to the Project in accordance with Program specifications; and

NOW, THEREFORE, in consideration of the mutual promises and the grant money in the amount of **\$13,737.50**, which is acknowledged, the Parties agree as follows:

1. **HOME** funds in the amount of **Thirteen Thousand Seven Hundred Thirty-Seven Dollars and 50/100 (\$13,737.50)** are being utilized in this real transaction as down payment assistance, for the purpose of purchasing the subject property.
2. The Purchase and Sale Agreement and other documents related to the real

transaction (Contract Documents), attached as Composite Exhibit "A", represent the rights and responsibilities of the parties under the Program, and that the parties agree to abide by and comply with their roles and responsibilities.

3. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature that may arise under or by reason of this Agreement. The City's decision on all questions and disputes shall be final.
4. The real estate transaction shall be conducted in accordance with any and all applicable codes, ordinances and statutes of the City of North Miami, Miami-Dade County and the City of Florida.
5. The Purchaser(s) agree to maintain the property in good condition after the purchase is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Purchaser(s) must have an active flood insurance policy.
6. The Parties acknowledge and agree that the funding provided by the City derives from **HOME** Program funds appropriated to the City by the Florida Department of Community Affairs for the uses and purposes referred to in this Agreement.
7. The Purchaser(s) acknowledge and represent that the Seller, Real Estate Broker/Agent, Escrow Agent and third party financing entity, if any, have been informed that the funds provided by the City derive from the **HOME** Program and that the funds shall be secured by a non-interest bearing Note and a Purchase Money Second 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 **\$2,747.50** each year over a five (5) - year term, until fully forgiven. The Purchaser acknowledges that the property is a residence, and agrees to continually occupy the property as a primary residence for the *affordability period* based on the amount of subsidy, commencing at the execution of this Agreement. The affordability period for the HOME Program is as follows: Up to **\$14,999=5 years**, \$15,000-\$40,000=10 years and over \$40,000=15 years. If the Purchaser fails to continually occupy this residence for the entire affordability period the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining.
8. The Purchaser(s) and Escrow Agent understand and agree, and acknowledge and represent that the Seller, Real Estate Broker/Agent and third party financing entity, if any, have been informed, that should the real estate transaction not be completed or the subject property not be purchased by Purchaser(s), for whatever reason, funds provided by the City shall be returned in full despite any other contractual obligations.
9. The Purchaser(s) acknowledge and agree to continually occupy the property as their primary residence for at least five (5) years following this Agreement's execution.

10. 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 five (5) 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.
11. The foregoing restrictions shall be considered and construed as restrictions running with the land, and the same shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of ten (10) years from the date this Agreement is recorded.
12. The City of North Miami may seek civil action and penalties including court costs, attorney's fees and reasonable administrative expenses should Purchaser(s) or Escrow Agent fail to comply with the foregoing covenants and restrictions.
13. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
14. Purchaser(s) and Escrow Agent shall not release or amend this Agreement without the prior written consent of the City.
15. The City shall provide the funding for the real estate transaction as described in Exhibit "B". Once the funding is provided, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Purchaser(s) 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 **\$13,737.50**. Purchaser(s) and Escrow Agent 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 **\$13,737.50**. Accordingly, and notwithstanding any other term or condition of this Agreement, the Purchaser(s) and the Escrow Agent agree that the City shall not be liable to the Purchaser(s) nor to the Escrow Agent for any cause of action arising out of this Agreement in an amount in excess of **\$13,737.50**. 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 768.28, Florida Statutes.
17. Purchaser(s) and Escrow Agent 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 or accruing by virtue of this Agreement.
18. Purchaser(s) and Escrow Agent shall not assign any interest in this Agreement.

19. In the event of the Purchaser(s) or Escrow Agent's default, the City may mail a notice of default to Purchaser(s) and Escrow Agent. If the default is not fully and satisfactorily cured within **thirty (30)** calendar days of the mailing of the notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement.
20. In the event of the Purchaser(s) or Escrow Agent's 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 the Purchaser(s), Escrow Agent and their agents or employees:
 - Failure to comply with any and all applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
 - Default by Purchaser(s) or Escrow Agent on any of the terms and conditions of the note, mortgage or other document executed in connection with this real estate transaction.
 - Insolvency or bankruptcy by the Purchaser or Escrow Agent.
22. This Agreement shall be governed by the laws of Florida, and venue shall lie in Miami-Dade County, Florida.
23. The Purchaser(s) and Escrow Agent shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes and Chapter 67-37, Florida Administrative Code.
24. Notices and Demands: 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: City Manager

With copies to: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attn: City Attorney
Attn: Community Planning & Development, Director

If to Escrow Agent: M & M Title Services, Inc
16800 NE 2nd Avenue
North Miami Beach, FL 33162

If to Purchaser(s): Villibrante and Marie Denise Sauveur
907 NE 145 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 other.

25. 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.
26. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the Parties.
27. 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.
28. 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 City of Florida or the City of North Miami, 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.

THIS SPACE IS INTENTIONALLY LEFT BLANK

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

(Witness)

(Witness)

Villibrante Sauveur
(Buyer-Print Name)

(Signature)

MARIE DENISE SAUVEUR
(Buyer)

(Signature)

M & M TITLE SERVICES, INC.

By: _____
(Print Name)

(Signature)

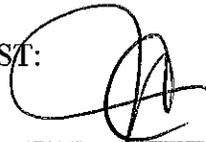
Title: _____

APPROVED:



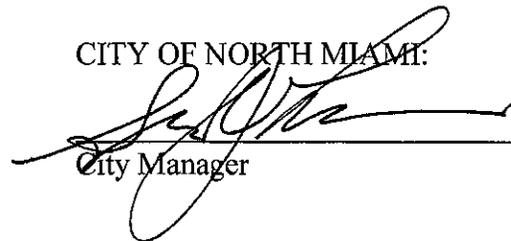
Director
Community Planning & Development Dept

ATTEST:



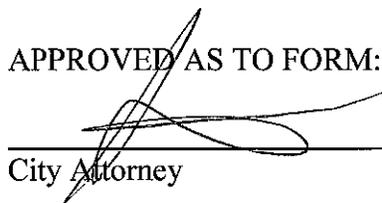
Deputy City Clerk

CITY OF NORTH MIAMI:



City Manager

APPROVED AS TO FORM:



City Attorney