

CITY OF NORTH MIAMI
HOME INVESTMENT PARTNERSHIP PROGRAM
HOMEOWNERSHIP AGREEMENT

This AGREEMENT is entered into this 11th day of April 2018, 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 **Erin Gittens and Mahdy Gittens** (Purchaser), whose principal address is, 1800 Sans Souci Blvd #219, North Miami, FL 33181 who are attempting to purchase real property located within North Miami, Florida, more particularly and legally described as:

Condominium Unit NO: 13748, In Building II, of J.M.C. Gardens
Condominium, a condominium, according to the Declaration thereof, as recorded
in Official Records Book 16536, at Page 3470, of the Public Records of Miami-
Dade County, Florida a/k/a **13748 NE 3rd Court, # 13748 Miami, FL 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 Stewart Title Guaranty Company (Escrow Agent), closing agent for the purchase transaction, whose offices are located at 1980 Post Oak Blvd Suite 800 Houston, TX 77056(Parties).

WITNESSETH:

WHEREAS, the Federal Department of Housing and Urban Development (HUD) has provided HOME Investment Partnership Program (HOME) 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 July, 2015, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties (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, the Purchaser(s) and Escrow Agent have 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 funds the City will release, which is acknowledged by the parties and the parties agree as follows:

Gittens, Erin
Gittens, Mahdy
HOME #18-1

1. HOME funds in the amount of Twenty Five Thousand Dollars and 00/100 Dollars (**\$25,000.00**) are being utilized in this real transaction for the purpose of purchasing the subject property.
2. The Purchase and Sale Agreement and other documents related to the real estate 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 Two Thousand Five Hundred Dollars_00/100 Dollars (**\$2,500.00**) each year over a **ten (10)-year term**, until fully forgiven.
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 **ten (10)** 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 ten (10) 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 Twenty Five Thousand and 00/100 Dollars (**\$25,000.00**) 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 Twenty Five Thousand 00/100 Dollars (**\$25,000.00**). 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 Twenty Five Thousand 00/100 Dollars (**\$25,000.00**) 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 768.28, 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 be 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 Cod
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: Planning, Zoning & Development Director

If to Escrow Agent: Stewart Title Guaranty Company
1980 Post Oak Blvd Suite 800
Houston, TX 77056

With Copies to: Chief Financial Officer (Registered Agent)
200 East Gaines Street
Tallahassee, FL 32399

If to Purchaser(s): Erin Gittens and Mahdy Gittens
1800 Sans Souci Blvd #219
North Miami, Florida 33181

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.

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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.

Amito D. DeSilva
(Witness)

Erin Gittens
Purchaser

[Signature]
(Signature)

Amito D. DeSilva
(Witness)

Mahdy Gittens
[Signature]
(Signature)

[Signature]
Witness **Ariel Mullins**

Stewart Title Guaranty Company

By: Laura S. Gotz
(Print Name)

[Signature]
(Signature)

Title: ASSISTANT VICE PRESIDENT

APPROVED:

[Signature]
Tanya Wilson-Sejour, A.I.C.P.
Planning, Zoning & Development Director

ATTEST:

[Signature]
Michael Etienne, Esq., City Clerk

CITY OF NORTH MIAMI:

[Signature]
Larry Spring Jr., CPA, City Manager

APPROVED AS TO FORM:

[Signature]
for Jeff P. H. Cazeau, Esq., City Attorney
Gittens, Erin
Gittens, Mahdy
HOME #18-1

4/16/12
Date

EXHIBIT A

PURCHASE AGREEMENT AND RELATED DOCUMENTS

Gittens, Erin
Gittens, Mahdy
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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 consecutively 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.