

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2016-110

A RESOLUTION APPROVING THE AGREEMENT OF SALE AND PURCHASE WITH ADELENA QUEVEDO PEREZ, ALICIA MENEDEZ KING, GEORGE A. MENEDEZ AND ALEX M. MENEDEZ (SELLERS) AND THE CITY FOR THE RESIDENTIAL LOT LOCATED AT 937-939 MAJORCA AVE, CORAL GABLES, FLORIDA (TAX IDENTIFICATION NUMBER 03-4108-001-5682) AS PART OF THE NEIGHBORHOOD RENAISSANCE PROGRAM (NRP) FOR PURPOSE OF A NEIGHBORHOOD PARK AND WAIVING THE REQUIREMENTS OF THE PROCUREMENT CODE, PURSUANT TO SECTION 2-583(d) AND SECTION 2-2011.

WHEREAS, the City authorized Resolution 2011-139 on June 7, 2011 and Resolution No. 2011-70 on April 26, 2011 to begin the Neighborhood Renaissance Program (NRP) for the purpose of improving the quality of life by investing in the City's neighborhoods; and

WHEREAS, the City authorized Resolution No. 2016-35 to amend the NRP to allow a broader spectrum of neighborhood projects which includes the acquisition of properties to be used for parks and public use; and

WHEREAS, City staff has identified a parcel of land located at 939 Majorca Avenue, Coral Gables, FL to be used as a park; Adelena Quevedo Perez, Alicia Menedez King, George A. Menedez and Alex. M. Menedez (Sellers) have a desire to sell to the City; and

WHEREAS, City staff and Owners propose the following terms: a purchase price of \$934,500; including a security deposit of \$93,450; 45 days due diligence; appraisal contingency; neighborhood consensus and City Commission approval. Provided the following contingencies are met, a closing would occur 60 days after execution of the contract; and

WHEREAS, the Budget/Audit Advisory Board, the Economic Development Board and the Property Advisory Board all reviewed the proposed terms and recommended that the City enter into the Agreement on the terms set forth in the above whereas clause, at their meetings on March 31, 2016, April 6, 2016 and April 13, 2016, respectively. On April 15, 2016, the Parks and Recreation Advisory Board recommended deferring a decision to their next meeting scheduled April 22, 2016; and

WHEREAS, the Procurement Code Section 2-583(d) and Section 2-2011 provides the authority to the City Commission to waive any condition of the Procurement Code upon a four-fifths vote where it finds such waiver to be necessary in order to proceed with a contract, which is in the best interest of the City; and

WHEREAS, the City Manager in consultation with City Staff finds that entering into an Agreement of Sale and Purchase would be beneficial to the City;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon the adoption hereof.

SECTION 2. That the Agreement is hereby authorized in substantially the form attached hereto as Exhibit “A.”

SECTION 3. That the City Commission does hereby authorize the City Manager to execute the Agreement with such modifications to the form attached hereto as Exhibit “A” as may be approved by the City Manager and City Attorney in order to implement the intent of this resolution.

SECTION 4. That this resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-SIXTH OF APRIL, A.D., 2016.

(Moved: Keon / Seconded: Slesnick)

(Yeas: Quesada, Slesnick, Keon, Lago, Cason)

(Unanimous: 5-0 Vote)

(Agenda Item: H-4)

APPROVED:



JIM CASON
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



CRAIG E. LEEN
CITY ATTORNEY

REP AMM AMK GAM REP AMM AMK GAM REP AMM AMK GAM
MENENDEZ MENENDEZ MENENDEZ

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AS-IS AGREEMENT OF SALE AND PURCHASE

THIS AS-IS AGREEMENT OF SALE AND PURCHASE ("Agreement") is made as of the Effective Date (hereinafter defined), between ADELENA QUEVEDO PEREZ, ALICIA MENEDEZ KING, GEORGE A. MENEDEZ and ALEX M. MENEDEZ, each an individual (collectively, "Seller"), and CITY OF CORAL GABLES, a Florida municipal corporation ("Buyer").

WITNESSETH:

Seller and Buyer, for and in consideration of the keeping and performing by the respective parties hereto of their respective obligations as hereinafter set forth, as well as for Ten and No/100 (\$10.00) Dollars and other good and valuable consideration by each of the parties unto the other in hand paid simultaneously with the execution and delivery of these presents, the receipt whereof is hereby acknowledged, have covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

1. THE PROPERTY

Upon the terms and provisions and subject to the conditions hereof, Seller shall sell and convey to Buyer, on the Closing Date (hereinafter defined), and Buyer shall purchase from Seller, for the Purchase Price (hereinafter defined), all of Seller's right, title and interest in and to the property located at 937-939 Majorca Avenue, Coral Gables, Florida, which is legally described in Exhibit "A" attached hereto ("Property") together with all improvements located thereon, if any.

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3/21/16
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2. PURCHASE PRICE; DEPOSIT

\$ 934,500

REP AMM AMK GAM

(a) The purchase price for the Property ("Purchase Price") shall be ~~Nine Hundred Thousand and No/100 (\$900,000.00)~~ Dollars. The Purchase Price shall be payable by Buyer at the Closing (hereinafter defined) and shall be paid to Seller in immediately available funds by wire transfer in an amount equal to the Purchase Price less the amount of the Deposit (hereinafter defined) and any closing adjustments to which either Buyer or Seller are entitled pursuant to this Agreement.

REP AMM AMK GAM

(b) Buyer shall, on or before the Effective Date, cause to be delivered to Holland & Knight LLP ("Escrow Agent") a good faith deposit, in immediately available funds, in the amount of Ninety Thousand and No/100 (\$90,000.00) ("Deposit"). If the sale of the Property is consummated under this Agreement, the Deposit shall be paid to Seller and applied to the Purchase Price at Closing. After the end of the Inspection Period (hereinafter defined), the Deposit will be non-refundable except as may otherwise be expressly provided in this Agreement.

3. CLOSING MATTERS

(a) The delivery of the Deed (hereinafter defined) and other acts necessary to complete the transactions provided for in this Agreement shall be referred to herein as the "Closing." The Closing for the sale of the Property pursuant to the terms of this Agreement shall take place on or before the day that is sixty (60) days from the Effective Date (the "Closing Date"), subject to satisfaction of the Conditions Precedent (hereinafter defined) as more particularly set forth in Section 10 hereof. The Closing will be held at the offices of the title company or Escrow Agent, or at such

5. INSPECTION PERIOD

(a) Commencing upon the Effective Date and ending on the date that is forty-five (45) days after the Effective Date (the "Inspection Period"), Buyer shall have the right to make, at Buyer's sole expense, any investigations regarding the Property; provided, however, Buyer agrees not to cause any damage to the Property or unreasonably interfere with Seller's operations.

(b) If Buyer, for any reason whatsoever, in its sole and absolute discretion, desires not to proceed with the transaction contemplated by this Agreement, then it shall notify the Seller in writing prior to the expiration of the Inspection Period, in which event the Deposit shall be returned to Buyer, this Agreement shall be terminated, and the parties hereto shall have no further obligations to or recourse against each other except as to matters which, by the terms of this Agreement, expressly survive the termination hereof. If Buyer fails to give such written notice of its election to terminate this Agreement prior to the expiration of the Inspection Period, then Buyer shall be deemed to have waived its right to terminate this Agreement based upon this Section 5(b) and the Deposit shall thereafter be non-refundable to Buyer, except as otherwise expressly provided in this Agreement.

(c) In conducting any investigations and review of the Property, Buyer and its agents and representatives shall: (i) not damage any part of the Property nor conduct any activities precluded by this Agreement; (ii) not injure or otherwise cause bodily harm to Seller or any other third party; (iii) promptly pay when due the costs of all investigations done with regard to the Property; (iv) not permit any liens to attach to the Property by reason of the exercise of Buyer's rights hereunder; and (v) upon completion of any inspection by Buyer and/or its agents or independent contractors, Buyer shall restore any damage to the Property caused by same. The terms of this Section shall survive any termination of this Agreement.

6. TITLE TO PROPERTY

(a) Status of Title. At Closing, Seller shall convey fee simple title to Buyer by means of a statutory Warranty Deed ("Deed") in recordable form free and clear of all claims, liens, and encumbrances except for the following items (the "Permitted Exceptions"): all Title Defects (as defined below) approved or deemed approved by Buyer pursuant to the terms of this Agreement, real estate taxes for the year 2016 and subsequent years which are not yet due and payable, assessments and special district levies, and zoning and other regulatory laws and ordinances affecting the Property, and easements, reservations, charges, covenants, restrictions, rights of way, and other matters of record.

(b) Title Evidence. Within three (3) business days following the Effective Date, Buyer shall order at its cost a title insurance commitment for an ALTA Owner's Policy of title insurance issued by a duly licensed national title insurance underwriter in the amount of the Purchase Price for purposes of insuring title to the Property (the "Title Commitment"). Buyer shall also have the right to obtain at its cost a survey of the Property to be made by a registered professional surveyor licensed to practice in the State of Florida (the "Survey").

(c) Defects and Cure. Commencing on the Effective Date and ending fifteen (15) days thereafter, Buyer shall have the right to notify Seller in writing (the "Title Defect Notice") of any objections or requirements pertaining to the Title Commitment and Survey other than the Permitted Exceptions (collectively "Title Defects"). Seller shall, within five (5) days thereafter,

forthwith be returned to Buyer by Escrow Agent, and thereupon this Agreement shall become null and void and be considered canceled. If no such election is made within twenty (20) business days of Seller notifying Buyer of such taking, then this Agreement shall remain in full force and effect and the sale and purchase contemplated herein, excluding any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and, upon the Closing, Seller shall assign, transfer, and set over to Buyer all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking.

9. DEFAULT

(a) **Seller's Default.** In the event that Seller should fail to deliver the Deed to Buyer at Closing, then Buyer may, at its option and as its sole and exclusive remedy, terminate this Agreement and receive a full and immediate refund of the Deposit held by Escrow Agent and Seller shall reimburse Buyer for its reasonable and actual out-of-pocket expenses and costs (documented by paid invoices to third parties) in connection with this Agreement (the "Pursuit Costs"), which Pursuit Costs shall be payable by Seller to Buyer promptly following demand therefore.

(b) **Buyer's Default.** In the event Buyer is in default under or in breach of any of its terms, covenants, conditions, warranties, representations or obligations hereunder, then at the option of Seller, and as Seller's sole and exclusive remedy, Escrow Agent shall deliver the Deposit to Seller and it shall become the property of Seller, such sum being agreed upon as liquidated damages for the failure of Buyer to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and the parties shall thereupon be relieved and released from all other and further obligations under this Agreement except for the obligations which expressly survive this Agreement.

10. CONDITIONS PRECEDENT

(a) **Appraisal Contingency.** During the Inspection Period, Buyer shall have the option to obtain an appraisal for the Property (the "Appraisal"), which Appraisal must reflect a value of the Property that is at least equal to the Purchase Price hereunder (the "Appraisal Contingency"). Buyer agrees to order such Appraisal within ten (10) days from the Effective Date. Satisfaction of the Appraisal Contingency shall be a condition precedent to Buyer's obligation to purchase of the Property. In the event that the Appraisal Contingency is not satisfied during the Inspection Period, Buyer may request a reduction in the Purchase Price, and/or terminate this Agreement upon written notice to Seller; upon such written notice, this Agreement shall be terminated and be of no further force and effect and Escrow Agent shall promptly return the Deposit with interest accrued thereon to Buyer.

(b) **City Commission Approval; Neighborhood Consensus.** Seller acknowledges that during the Inspection Period, Buyer may make certain investigations and take such other action as may be necessary or advisable in order to obtain approval of the City Commission to allow for the purchase of the Property and the future development of the Property as a "passive park" site (such approvals hereinafter referred to as the "City Commission Approval"). In addition to the City Commission Approval, Buyer shall use reasonable efforts to, during the Inspection Period, confirm that there is consensus among the neighbors approving the development of the Property as a "passive park" site (the "Neighborhood Consensus"); and together with the City Commission Approval and the Appraisal Contingency, collectively, the "Conditions Precedent"). Seller and Buyer

address to which notice shall be given. The attorney for a party has the authority to send and receive notices on behalf of such party.

12. **BROKERS**

Each party warrants to the other that no brokers have been engaged or consulted by the warranting party or any affiliated person or entity of such party or are in any way entitled to compensation as a consequence of the sale of the Property to Buyer other than ONE SOTHEBY'S INT'L REALTY ("Broker"). Seller shall be responsible for the commission owed to Broker, which shall be an amount equal to FIVE percent (5 %) of the Purchase Price ("Fee"). The Fee shall be earned by Broker only at the consummation of the Closing and if the Closing is not effectuated for any reason whatsoever, Broker shall not be entitled to the Fee. Each of Buyer and Seller agrees to indemnify and hold harmless the other party from and against any and all claims and expenses, including reasonable attorneys' fees, for any brokerage or agent commission or fee arising out of this transaction by any broker or agent with whom the indemnifying party has dealt, other than Broker. Both parties shall have the right, however, to participate in the defense of any action brought by such agent or broker. The provisions of this Section shall survive the Closing.

DS
[Signature] AMM
DS
[Signature] GAM

[Handwritten initials]

13. **ESCROW AGENT**

The Escrow Agent receiving funds is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse the same subject to clearance thereof in accordance with terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of Osceola County, Florida, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court cost in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. Buyer and Seller acknowledge that Escrow Agent has been retained by Seller to act as its counsel in connection with the sale of the Property and shall be entitled to continue to represent Seller in connection with this Agreement or any other matter, notwithstanding Escrow Agent having agreed to act as escrow agent hereunder.

14. **SECTION 1445 OF INTERNAL REVENUE CODE**

In order to comply with the provisions of Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), Seller shall deliver to Buyer at Closing an affidavit in which Seller, under penalty of perjury, affirms that Seller is not a "foreign person" as defined in the Code, states the United States taxpayer identification number of Seller, affirms that Seller intends to timely

(h) **Remedies.** Every power or remedy given by this Agreement to the parties or to which the parties may otherwise be entitled may be exercised concurrently or independently, from time to time, and as often as may be deemed expedient by the parties and the parties may pursue inconsistent remedies.

(i) **Assignment.** This Agreement is not assignable by Buyer other than at Closing and to an entity controlling, controlled by, or under common control of, Buyer ("Permitted Assignment").

(j) **Waiver.** No delay or omission in the exercise of any right or remedy accruing to either party upon any breach by the other party under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(k) **Recordation of Agreement.** Neither this Agreement nor any memorandum thereof or reference thereto may be recorded in any Public Records in the State of Florida.

(l) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

(m) **Interpretation.** All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted. Unless this Agreement expressly or necessarily requires otherwise, any time period measured in "days" means consecutive calendar days, except that the expiration of any time period measured in days that expires on a Saturday, Sunday or legal holiday automatically will be extended to the next day so that it is not a Saturday, Sunday or legal holiday.

(n) **Radon Gas.** The following notice is given pursuant to Section 404.056(5) of the Florida Statutes: 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 county health department.

(o) **Facsimile, Electronic Signature.** This Agreement may be executed by facsimile or electronic signature. Any facsimile or electronic signature shall be treated as an original signature for all purposes.

(p) **Advice of Counsel.** Each party acknowledges that it has been advised by its own counsel with respect to the transaction governed by this Agreement.

(q) **JURISDICTION: JURY TRIAL WAIVER.** ALL DISPUTES BETWEEN BUYER AND SELLER ARISING UNDER OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR

[SIGNATURE PAGE TO AS-IS AGREEMENT OF SALE AND PURCHASE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

SELLER:

DocuSigned by:
Adelena Quevedo Perez 3/17/2016
By: ~~Alicia King~~ Quevedo Perez

DocuSigned by:
Alicia Menendez King 3/17/2016
By: ~~Alicia Menendez King~~ King

DocuSigned by:
George A. Menendez 3/17/2016
By: ~~George A. Menendez~~ Menendez

DocuSigned by:
Alex M. Menendez 3/18/2016
By: ~~Alex M. Menendez~~ Menendez

Dated: March , 2016

BUYER:

CITY OF CORAL GABLES

By: Cathy Swanson
Name: Cathy Swanson-Rosenbush
Title: City Manager

Dated: March 10, 2016

Approved as to form and legal sufficiency
[Signature]
Craig E. Leen, City Attorney

Seller's Property Disclosure - Residential

Notice to Licensee: The Seller should fill out this form.

Notice to Seller: Florida law requires a seller of a home to disclose to the buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the buyer.

Notice to Buyer: The following representations are made by Seller and not by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain.

Seller makes the following disclosure regarding the property described as: FOLIO # 03-4108-001-5682 (the "Property")

The Property is [] owner occupied [] tenant occupied [X] unoccupied (If unoccupied, how long has it been since Seller occupied the Property? _____)

N/A

1. Structures; Systems; Appliances:

- (a) Are the structures, including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?
(b) Is seawall, if any, and dockage, if any, structurally sound?
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?
(d) Are any of the appliances leased? If yes, which ones:
(e) If any answer to questions 1(a) - 1(c) is no, please explain.

Table with 3 columns: Yes, No, Don't Know. Rows correspond to questions 1(a) through 1(e).

N/A

2. Termites; Other Wood-Destroying Organisms; Pests:

- (a) Are termites, other wood-destroying organisms, including fungi, or pests present on the Property or has the Property had any structural damage by them?
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi, or pests?
(c) If any answer to questions 2(a) - 2(b) is yes, please explain.

Table with 3 columns: Yes, No, Don't Know. Rows correspond to questions 2(a) through 2(c).

3. Water Intrusion; Drainage; Flooding:

- (a) Has past or present water intrusion affected the Property?
(b) Have past or present drainage or flooding problems affected the Property?
(c) Is any of the Property located in a special flood hazard area?
(d) Is any of the Property located seaward of the coastal construction control line?
(e) Does your lender require flood insurance?
(f) Do you have an elevation certificate? If yes, please attach a copy.
(g) If any answer to questions 3(a) - 3(d) is yes, please explain.

Table with 3 columns: Yes, No, Don't Know. Rows correspond to questions 3(a) through 3(g).

1 Johnson v. Davis, 180 So.2d 625 (Fla. 1985)

Buyer (Signature) and Seller (Signature)

Handwritten signatures and initials: AMM, GAM, and a large signature.

acknowledges receipt of a copy of this page, which is Page 1 of 4

- | | <u>Yes</u> | <u>No</u> | <u>Don't Know</u> |
|--|--------------------------|-------------------------------------|-------------------------------------|
| 8. Environmental: | | | |
| (a) Was the Property built before 1978? <i>N/A ank</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, please see Lead-Based Paint Disclosure. | | | |
| (b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) If any answer to questions 8(b) - 8(d) is yes, please explain: _____ | | | |
| 9. Governmental: | | | |
| (a) Are there any zoning violations or nonconforming uses? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Are there any zoning restrictions affecting additions, improvements, or replacement of the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Do any zoning, land use, or administrative regulations conflict with the existing or intended use of the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) Do any restrictions, other than association and flood area requirements, affect improvements or replacement of the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) Are any improvements, including additions, located below the base flood elevation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (f) Have any improvements been constructed in violation of applicable local flood guidelines? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (g) Have any improvements or additions to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (h) Are there any active permits on the Property that have not been closed by a final inspection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (i) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental, and safety codes, restrictions, or requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (j) If any answer to questions 9(a) - 9(i) is yes, please explain: _____ | | | |

10. (if checked) Other Matters; Additional Comments: The attached addendum contains additional information, explanation, or comments.

Alex M. Menendez
 Alex M. Menendez 3/18/2016
 Seller represents that the information provided on this form and any attachments is accurate and complete to the best of Seller's knowledge on the date signed by Seller. Seller authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. Seller understands and agrees that Seller will promptly notify Buyer in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: *Alicia Menendez King* / Alicia Menendez King Date: *3/17/16 ank*
(signature)
 Seller: *Adelena Quevedo Perez* / Adelena Quevedo Perez Date: 3/17/2016
(signature)
 Seller: *George A. Menendez* / George A. Menendez Date: 3/17/2016
(signature)

Buyer acknowledges that Buyer has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)
 Buyer: *X Carlos Rivera* / _____ Date: _____
(signature) (print)

Buyer: *[Signature]* and Seller: *[Signature]* acknowledge receipt of a copy of this page, which is Page 3 of 4.
 SPOR.1 *[Signature]* *[Signature]* ©2013 Florida Association of REALTORS®