



Exclusive Right of Sale Listing Agreement

PM 10/7/19

This EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT (the "Agreement") is entered into this date July 1, 2019 by and between EWM Realty International ("EWM" or "Broker") and CITY OF CORAL GABLES

(the "Owner") (Broker and Owner shall be the "Parties") and shall expire at 11:59 PM, Eastern Standard Time on 10/30/20 ~~June 30, 2020~~ ("Expiration Date"). If a Sale and Purchase Contract entered into on or before the Expiration Date does not close, this Agreement will automatically be extended for the number of days the Property was under contract.

- 1. **EXCLUSIVE RIGHT OF SALE.** Broker agrees to use Broker's professional efforts as transaction broker for Owner:
 - A. To find a buyer for the following property, situated in MIAMIDADE County, Florida, described as follows:
 - Street Address: 3501 GRANADA BLVD
 - Folio Number: 03-4118-005-0150
 - Legal Description: 18 54 41 PB 10-52 CORAL GABLES COUNTRY CLUB SEC PT 3 LOTS 21 & 22 & W23FT OF LOT 15 BLK 31 LOT SIZE IRREGULAR OR 18845-0007 1099 3
 - Personal Property Included: _____
 - Personal Property Excluded: _____

(The real property and personal property described above together constitute the "Property"); and

- B. To disseminate listing information on the Property to other brokers through the services of the Multiple Listing Service(s) (the "MLS") in accordance with its rules. Owner hereby agrees to the terms of this Agreement and gives Broker the sole and exclusive right and authority to find a buyer for the Property at the following price and terms or at any other price and terms the Owner accepts by executing a Sale and Purchase Contract:
 - List Price: \$ 2,200,000.00 *PM*
 - Financing Terms: Cash Conventional Financing VA FHA Seller Financing Existing Mortgage Assumption
 - Terms: ALL CASH TO SELLER

- 2. **BROKER'S OBLIGATIONS AND AUTHORITY.** In consideration of this Agreement Broker agrees
 - A. To market the Property through the MLS;
 - B. Owner authorizes Broker to advertise the Property as Broker deems advisable including, but not limited to, advertising the Property on the internet and the use of automated valuation models (AVMs).
 - C. To place appropriate transaction signs on the Property in accordance with all county, municipal, and homeowner association regulations currently in effect including "For Sale" signs and "Sold" signs (once Owner signs a Sale and Purchase Contract procured through Broker's efforts);
 - D. To furnish information requested by other Brokers and to assist a cooperating Broker in finalizing the Sale and Purchase Contract and closing the transaction of the property;
 - E. To Withhold Not Withhold verbal and written offers received by Broker when a Sale and Purchase Contract, executed by Owner, is pending closing; and
 - F. To Use Not Use the Electronic Access and Reporting System (EARS) to show and access the Property. EARS does not ensure the Property's security; Owner is advised to secure or remove valuables. Owner agrees that EARS is for Owner's benefit and releases Broker, persons working through Broker, and Broker's local Realtor Association from all liability and responsibility in connection with any loss that occurs.
- 3. **OWNER'S OBLIGATIONS.** In consideration of this Agreement, the Owner agrees:
 - A. To cooperate with Broker in carrying out the purpose of this contract, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer;
 - B. To make the Property available for showing and inspections at reasonable hours;
 - C. To immediately advise Broker of
 - (1) Owner's intent to lease, mortgage, otherwise encumber the Property, and
 - (2) any facts that might affect the terms and conditions of the sale;
 - D. To comply with all applicable federal, state, local, and association laws, regulations, and rules applicable to real estate transactions, including but not limited to FIRPTA (Foreign Investment Real Property Tax Act);
 - E. To enter into a written contract with the buyer upon being presented an offer for the Property in accordance with this Agreement, which shall be in the form of a contract for sale and purchase most recently approved by the Florida Association of Realtors, or an equivalent form (the "Sale and Purchase Contract"). Copies of the Sale and Purchase Contract are available to Owner upon request;
 - F. To perform all of Owner's obligations under the executed Sale and Purchase Contract, including, but not limited to the obligations: to furnish complete evidence of title; and (if the property is a condominium or belongs to a homeowner's association) to provide prospective buyer with a current copy of the Declaration of Condominium (if applicable), the Articles of Incorporation of the Association, Bylaws and the Rules of the Association, and a copy of the most recent year-end financial information, and the Frequently Asked Questions and Answers Document. All such documents shall be provided at Owner's expense no more than 3 days, excluding Saturdays, Sundays, and Legal Holidays, prior to the execution of this Agreement.
 - G. To indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of
 - (1) Owner's negligence, representations, misrepresentations, actions or inaction;
 - (2) the use of EARS; or
 - (3) the existence of undisclosed material facts about the property.
 Paragraph 3(G) shall survive Broker's performance and the transfer of title

contingent on City Commission approval PM

Nothing herein shall waive the limits set forth in 768.18, F.S. PM

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- H. To make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by buyer. Owner certifies and represents that Owner knows of no such facts other than those represented on the attached Owner's Property Disclosure Addendum. Owner will immediately inform Broker of any material facts that arise after signing this Agreement.
4. **BROKER'S COMPENSATION.**
- A. **AMOUNT OF COMPENSATION.** Owner jointly and severally agrees to pay Broker a brokerage fee in the following amounts (together, the "Compensation"):
- 5.5%**
- (1) For a sale of the Property, Compensation shall be ~~ten percent (10%)~~ of the sales price, and at the time of closing, Owner shall pay a Flat Fee Commission in the amount of \$299 to EWM, which shall be paid to Broker by Owner as provided in Paragraph 4(B) below; or
- (2) If the Property becomes available for lease during the term of this Agreement, Compensation shall be:
- (a) in the amount of ten percent (10%) of the total lease amount for the term of such a lease, which amount shall be paid to Broker at the time of the execution of such lease; and
- (b) a like amount for any continued occupancy including extension, renewal, or subsequent lease between the same or related parties, whether oral or written, which like amount shall be paid to Broker at the time of each extension, renewal, or subsequent lease.
- B. **PAYMENT OF COMPENSATION.** The Compensation, as defined above, shall be paid to Broker by Owner:
- (1) If Broker, Owner, or any other person finds a buyer ready, willing, and able to purchase the Property at the terms for the price specified herein, or at any other terms or price that Owner may accept by executing a Sale and Purchase Contract, compensation shall be paid to Broker by Owner at the time of Closing under the Sale and Purchase Contract;
- (2) If Broker, Owner or any other person find a tenant ready, willing, and able to lease the Property at the terms specified herein, or on other terms acceptable to Owner, Compensation shall be paid to Broker by Owner at the time the tenant signs the lease, extension, renewal, or subsequent lease between the same or related parties. Any changes in the amount of rent paid, the term of the lease, or non-material changes of the conditions of the lease between the same or related parties shall not affect Broker's right to Compensation as set forth herein. If during the term of such lease, extension, renewal or subsequent lease, or within 180 days after termination thereof, the tenant or his assigns shall buy from Owner, the Compensation agreed in Paragraph 4(A)(1) shall be deemed earned by Broker and payable to Broker as provided in this Agreement. The provisions of this Paragraph 4(B)(2) shall survive the expiration of this Agreement and shall be binding on Owner whether or not incorporated in any lease agreement;
- (3) If any interest of Owner in the Property is voluntarily transferred, exchanged or traded during the term of this Agreement, compensation shall be paid to Broker by Owner at time of transfer;
- (4) If Owner willfully prevents the performance hereunder by Broker, Compensation shall be paid to Broker by Owner upon written demand;
- (5) If Owner fails or refuses to perform under the Sale and Purchase Contract, Compensation shall be paid to Broker upon written demand; or
- (6) If Owner and buyer shall mutually rescind the Sale and Purchase Contract (except as provided for therein) without Broker's consent, Compensation shall be paid to Broker by Owner upon written demand.
- C. **IF BUYER DEFAULTS.** If a buyer is found in accordance with Paragraph 4(B)(1), but such buyer fails to perform (under a Sale and Purchase Contract or otherwise), Owner shall pay to Broker an amount equal to fifty percent (50%) of the deposit (including deposit(s) made or agreed to be made by the buyer) which is retained or recovered by or for the account of Owner. Such amount shall:
- (1) not exceed the amount of Compensation as provided above;
- (2) be payable at the time of disbursement of any such deposit; and
- (3) be deemed as full consideration for Broker's services with respect to that buyer, including costs.
- D. **PROTECTION PERIOD.** If Owner agrees to sell, lease or exchange property within 180 days after the expiration of this Agreement, to a prospective buyer or tenant to whom Broker or any cooperating broker submitted the Property, Owner agrees to pay Broker the Compensation set forth in Paragraph 4(B) above. If the Property is re-listed with another broker after the expiration of this Agreement, this Paragraph 4(D) shall not apply. The provisions of this Paragraph 4(D) shall survive the expiration of the Agreement.
5. **CONDITIONAL TERMINATION.** At Owner's request, Broker may agree to conditionally terminate this Agreement.
- A. If Broker agrees to conditional termination, Owner must sign a Withdrawal Agreement and pay Broker a cancellation fee equal to one-half of one percent of the listed price.
- B. If Owner transfers, or contracts to transfer, the Property prior to the original expiration of this Agreement and the Protection Period thereafter, Broker may void conditional termination and the full compensation as stated in Paragraph 4(B) above will be due to Broker upon Broker's written demand. In the event that the Property is re-listed with another broker, Paragraph 5(B) shall not apply.
6. **ESCROW AUTHORITY AND TITLE WARRANTY.** Broker and any cooperating broker are hereby authorized to act as escrow agent at such time as a Sale and Purchase Contract or lease is prepared, provided that such duties shall be in accordance with the laws of the State of Florida and the rules and regulations of the Florida Real Estate Commission. Owner hereby warrants that Owner is the legal Owner of the fee simple title to the Property and has the authority and the capacity to convey such title to buyer.
7. **COOPERATION WITH OTHER BROKERS.** EWM's policy is to cooperate and compensate any real estate broker who has an active license in the State of Florida who sells the Property in the capacity of buyer's agent, a non-representative broker, or as a transaction broker. Compensation to the cooperating broker shall be fifty percent (50%) of the total Compensation paid to Broker by Owner and shall be paid by Broker to cooperating broker at time Compensation is received by Broker from Owner. The total Compensation paid by Owner shall not exceed the amount set forth in Paragraph 4(A) of this Agreement.
8. **DISCLOSURE OF LEAD-BASED HAZARDS.** The Owner of any interest in residential real property built prior to 1978 is required by Federal Law to:
- A. provide the buyer/tenant with any information on lead-base hazards from risk assessments or inspections in the Owner's possession;
- B. notify the buyer/tenant of any known lead-based-paint hazards;
- C. provide buyer/tenant with an Environmental Protection Agency's approved lead-hazard-information pamphlet such as "Protect Your Family From Lead in Your Home"; and

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- D. disclose the same information to each person employed to sell or lease such housing (Broker) including such information as the basis for the determination that lead-based hazards exist, the location of the lead-based hazards and the condition of the painted surfaces.
9. **DISPUTE RESOLUTION.** This Agreement will be construed under Florida law. The Parties agree that any dispute, arising prior to or after a closing arising out of or related to this Agreement shall first be submitted to mediation through a neutral agreed upon by the Parties. Each Party agrees to bear their own costs of mediation. If mediation fails, the Parties agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association. Each party to an arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrator's fees and administrative fees of arbitration.
10. **MISCELLANEOUS.** This Agreement is binding on Broker's and Owner's heirs, personal representatives, administrators, successors, and assigns. Owner (which includes all Owners executing this Agreement) shall be jointly and severally obligated under the provisions of this Agreement. Time is of the essence for all provisions of this Agreement. Signatures, initials, and modifications communicated by email or facsimile will be considered as originals.
11. **LIEN RIGHTS.** Pursuant to section 475.42(1)(j), Florida Statutes, Owner authorizes Broker to record a lien against the Property to secure payment of the compensation in paragraph 4, until the obligation is satisfied. Owner knowingly waives all homestead rights and defenses in any lien foreclosure action.
12. **PLEASE DO NOT ASK OR EXPECT BROKER TO DISCRIMINATE, OR RESTRICT THE SALE OR SHOWING OF YOUR PROPERTY ON THE BASIS OF RACE, COLOR, SOURCE OF INCOME, AGE, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN. EWM's POLICY AS WELL AS FEDERAL, STATE AND COUNTY LAWS PROHIBIT BROKER FROM ANY SUCH DISCRIMINATION OR RESTRICTIONS. THIS PROPERTY SHALL BE LISTED AND MARKETED IN COMPLIANCE WITH SUCH LAWS OR ORDINANCES AS IN EFFECT DURING THE TERM OF THIS AGREEMENT.**
13. **NOTE.** Owner understands that this Agreement does not guarantee the sale of the Property, but that it does provide that the Broker will make earnest effort to market the Property as provided in this Agreement until the Expiration Date. Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.
14. **ADDITIONAL CLAUSES:** Any cooperating broker will be offered a commission of 3% of the total 5.5% commission.

15. **ADDENDA.** Attached hereto and made part thereof are the following addenda: Owner's Property Disclosure Other

Owner Signature: _____ Date: 10-7-2019
Print Name of Owner: CITY OF CORAL GABLES Tax ID#: _____ Phone #: _____
Address: 405 BILTMORE WAY, CORAL GABLES, FL 33134 Email/Fax: _____

Owner Signature: _____ Date: _____
Print Name of Owner: _____ Tax ID#: _____ Phone #: _____
Address: _____ Email/Fax: _____

Associate Signature: _____ Date: _____
Print Name of Agent for EWM Realty International: Valaree Byrne Phone #: 305.323.6231
Address: 550 S. Dixie Highway, Coral Gables, FL 33146 Email/Fax: val@valbyrnerealtor.com

Copy returned to Owner on _____ by: Hand Delivery Mail Email _____





Property Assessed Clean Energy (PACE) Lien Disclosure

Re: 3501 GRANADA BLVD, CORAL GABLES, FL 3313 ("Property").
(Print Property Address)

A PACE loan (made to finance qualifying improvements to residential and commercial property relating to energy efficiency, renewable energy or wind resistance) is repaid through the property owner's real estate tax bill as a non-ad valorem assessment. The lien of the PACE loan is a priority lien, which typically has automatic first lien priority over previously and subsequently recorded mortgages on the Property. Sellers MUST disclose the existence of a PACE lien prior to the execution of a Contract for Sale and Purchase of a Property. While property taxes are legally transferrable when a sale or refinance occurs, most mortgage lenders require a full payoff of the PACE lien at the time of closing of a sale of the Property.

Therefore, at or before the time a Buyer executes a contract for the sale and purchase of any property for which a non-ad valorem assessment is levied and has an unpaid balance due under section 163.08, Florida Statutes, the Seller shall give the prospective Buyer a written disclosure statement in the following form:

**Qualifying Improvements for energy efficiency,
renewable energy, or wind resistance.**

The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

PN Initials I (We)/Seller(s) attest that I (We) have not applied for, nor is the Property subject to, a PACE home improvement lien.

_____ Initials I (We)/Sellers attest and disclose that there is a PACE lien on the Property. I (We) shall provide all necessary documentation and cooperate with Buyer(s), the closing agent and/or title insurer in order to pay-off and ultimately satisfy such lien at or following the closing transaction for the Property.

[Signature]
Seller
Date: 10-7-2019

Seller
Date: _____

Buyer
Date: _____

Buyer
Date: _____



Affiliated Business Arrangement Disclosure Statement

To: CITY OF CORAL GABLES Property: 3501 GRANADA BLVD, CORAL GABLES, FL 3313
 From: VALAREE BYRNE Date: _____

This is to give you notice that Esslinger-Wooten-Maxwell, Inc. doing business as EWM Realty International ("EWM Realty International"), HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Columbia Title of Florida, Inc., Watermark Realty, Inc. doing business as Florida Title & Guarantee Agency ("Florida Title & Guarantee Agency"), and Vanderbilt Mortgage and Finance Inc. doing business as Silverton Mortgage ("Silverton Mortgage") are part of a family of companies (the "Affiliated Companies") owned by Berkshire Hathaway, Inc. ("Berkshire Hathaway"), and each may refer to you the services of another. EWM Realty International, HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Columbia Title of Florida, Inc. and Florida Title & Guarantee Agency are each wholly owned either directly or indirectly by HomeServices of America, Inc., a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

In addition, while EWM Realty International is not affiliated with American Home Shield Corporation doing business as OneGuard ("OneGuard"), it does advertise OneGuard for a fixed service fee.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Service Provider	Service Provided	Charge or Range of Charges
EWM Realty International	Broker's Commission	\$299 plus 3% - 10% of the sales price
HomeServices Relocation, LLC	Relocation Services	Fees paid by real estate broker
Prosperity Home Mortgage, LLC	Loan Origination Fee	\$0 - \$1,199 or 2% of loan amount (some bond products)
	Appraisal	\$425 - \$1,102
	Third Party Fees	\$33 - \$215 (credit report, tax service fee, flood cert fee)
Columbia Title of Florida, Inc. *	Lender's Policy	\$200-\$450 if issued simultaneously with Owner's Policy; if not, pricing is the same as an Owner's Policy
	Owner's Policy	\$5.75 per \$1,000 of coverage up to \$100,000 (minimum \$100); add \$5.00 per \$1,000 above \$100,000 but below \$1M; add \$2.50 per \$1,000 above \$1M but below \$5M; add \$2.25 per \$1,000 above \$5M but below \$10M; add \$2.00 per \$1,000 over \$10M
	Endorsements	\$50 - \$100 each for standard endorsements; 10% of total premium for Florida 9 and Navigational Servitude endorsements
	Title Search Fee	\$75 - \$300 per parcel, based on property type and location
	Closing Fee	\$185 - \$1,500 plus actual expenses incurred, based on property location and nature of services
Silverton Mortgage	Loan Origination Fee	0 - 2.75% of the loan amount (includes third party fees)
	Appraisal	\$475 - \$900
OneGuard	Home Warranty	\$399 - \$1,500, depending on property and optional coverage

ACKNOWLEDGEMENT: I/we have read this disclosure form, and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

 Signature (Date) 10/7/2019 Signature _____ (Date)

* Florida Title & Guarantee Agency provides the same services as Columbia Title of Florida, Inc. The services provided by both companies fall in the range of fees described above; and a referral to either company may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.



ANTI-FRAUD DISCLOSURE TO CONSUMERS STATEMENT

We provide you with this disclosure to alert you to the serious worldwide threat of fraud in electronic communications involving real estate transactions.

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While EWM Realty International ("EWM") has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties.

By this Disclosure, EWM is providing you with information on what to do if you receive instructions to transfer funds regarding your real estate transaction. Electronic communication from EWM regarding the transfer of funds will be in a secured format and must be verified verbally prior to initiating any transfer. **YOU SHOULD NEVER TRANSFER FUNDS BASED ON EMAIL WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS AS SPECIFIED BELOW.**

If you receive an electronic communication providing wire instructions for the transfer of funds, even if that communication appears to be from EWM, Columbia Title of Florida, Inc. ("Columbia Title"), or your Real Estate Associate, **DO NOT RESPOND OR TAKE ACTION UNLESS YOU HAVE VERIFIED THE INFORMATION, AS FOLLOWS:**

- To verify instructions related to wiring funds to EWM, call your Real Estate Associate or EWM at 305-960-2500.
- To verify instructions related to wiring funds to Columbia Title, call 305-960-2500.
- To verify instructions related to wiring funds to any other title company or closing agent, call the company or agent using a phone number you look up yourself, not a phone number in the email.

ACKNOWLEDGMENT: I/we have read this Anti-Fraud Disclosure to Consumers Statement and understand that if I/we receive any electronic communication appearing to come from EWM, Columbia Title or a Real Estate Associate with instructions to transfer funds, I will verify the validity of the information before following the instructions, taking action to transfer funds and/or disclosing personal financial information.

	10/7/2019		
Signature	(Date)	Signature	(Date)

	CITY OF CORAL GABLES
Print Name	Print Name

Signature	(Date)

Print Name	Print Name



WHAT YOU NEED TO KNOW...

You are going to be involved in a real estate transaction where money is changing hands, **you are a potential target for cyber-criminals.** These sophisticated criminals could:

- Try to hack into your email account or the email account of other persons involved in your transaction (impersonating your agent, your attorney or your closing agent) and direct you to send a wire or an electronic payment to the hacker's account.
- Hackers can even send you emails that appear to be from your agent, your closer or another trusted source!



EWM REALTY INTERNATIONAL AND OUR FAMILY OF SERVICES WILL NEVER ASK YOU TO WIRE MONEY FOR A TRANSACTION WITHOUT SPEAKING TO YOU FIRST, EVER!


If you receive wiring instructions, even if it appears to be legitimate, **do not send money to that account.** Always make a phone call to verify such instructions.

Closing with another company? Always contact the closing agent or Realtor® directly before wiring any money. To ensure proper party made the request:

- **Do not use a phone number or other contact information from an email.**
- **Use a business number from another source (such as the company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.**

I acknowledge and understand the above information:

Buyer/Seller


Date

Buyer/Seller

10/7/2019
Date

HSOA-0001 8464

Serial#: 073222-000155-9247503

Prepared by Valaree Byrne | EWM Realty International | val@valbyrnerealtor.com | 305660063

formsimplicity