

RESOLUTION NO. R-1-2006-2

A RESOLUTION OF THE CHAIRMAN AND BOARDMEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI, FLORIDA AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY RELATING TO THE TRANSFER OF FROM THE CITY OF NORTH MIAMI TO NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY OF CERTAIN REAL PROPERTY KNOWN AS RUCK'S PARK; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Miami, Florida (the "City") is the owner of certain real property commonly known as Ruck's Park as more particularly described in the Interlocal Agreement attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the City desires to transfer Ruck's Park to the North Miami Community Redevelopment Agency (the "CRA") in order to aid the CRA in the planning and carrying out of the community redevelopment plan and other redevelopment activities; and

WHEREAS, Section 163.400, Florida Statutes, known as Cooperation by Public Bodies, encourages municipalities to do any and all things necessary to aid or cooperate in the planning or carrying out of a community redevelopment plan and related redevelopment activities including the entering into agreements which may be contrary to other provisions or rule of law; and

WHEREAS, Section 163.400, Florida Statutes, authorizes a municipality to sell or convey real property to a another governmental agency without appraisal, public notice, advertisement, or public bidding; and

WHEREAS, both Sections 163.01 and 163.400, Florida Statutes, acknowledge that a community redevelopment agency is included in the definition of "county or municipality" and both sections are applicable; and

WHEREAS, the City and the CRA desire to enter into the Interlocal Agreement attached hereto as Exhibit "A" in order to transfer Ruck's Park from the City to the CRA.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARDMEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

Section 2. The Interlocal Agreement as attached hereto as Exhibit "A" is hereby approved together with such non-material changes as may be requested by the City and acceptable to the Executive Director and approved as to form and legality by the CRA Attorney. The CRA hereby accepts the transfer of Ruck's Park from the City.

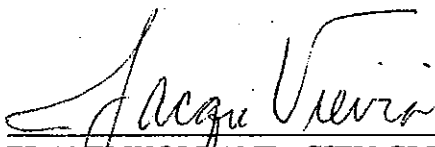
Section 3. The Chairman and Executive Director of the CRA are hereby authorized to execute the Interlocal Agreement.

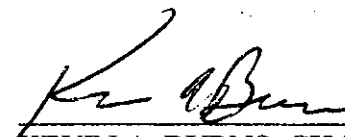
Section 4. This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by a 5-0 vote of the Board of the North Miami Community Redevelopment Agency, this 24th day of January, 2006.

ATTEST:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY

3 spots for

FRANK WOLAND, CITY CLERK


KEVIN A. BURNS, CHAIR

APPROVED AS TO FORM:



GRAY ROBINSON, P.A.
CRA ATTORNEY

SPONSORED BY: ADMINISTRATION

Moved by: Michael R. Blynn

Seconded by: Scott Galvin

Vote:

Chair Kevin A. Burns
Boardmember Michael R. Blynn
Boardmember Jacques A. Despinosse
Boardmember Scott Galvin
Boardmember Marie Erlande Steril

X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this 24th day of January, 2006 between the **CITY OF NORTH MIAMI, FLORIDA**, a Florida municipal corporation (the "City") and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

1. The City is the owner of certain real property commonly known as Ruck's Park more particularly described in Exhibit "A" attached to this Agreement and by this reference made a part hereof (the "Property").

2. The City desires to assist the CRA with the redevelopment of Property as an affordable housing project by transferring title to the Property to the CRA, and the CRA has agreed to accept title to the Property, all subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Agency agree as follows:

Section 1. Recitals and Authority.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

1.2 Authority. This Agreement is entered into by the Parties pursuant to Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," and Section 163.400, Florida Statutes, entitled "Cooperation by Public Bodies."

Section 2. Conveyance and Property Records.

2.1 Transfer of Title. Subject to the terms and conditions of this Agreement, the City agrees to transfer title in, and the CRA agrees to take title to, the Property. The conveyance of the Property by the City to the CRA shall be for a nominal amount. The City shall convey fee simple title by Quitclaim Deed to the CRA in the form attached hereto as Exhibit "B" and by this reference made a part hereof (the "Deed").

2.2 Execution, Delivery and Recording of the Deed. Simultaneously upon the execution of this Agreement by the City, the City shall execute and deliver the Deed to the CRA. The CRA, at its sole cost and expense, shall record the Deed in the Public Records of Miami-Dade County. The Parties acknowledge that the conveyance of the Property from the City to the CRA is not subject to State of Florida documentary stamp taxes pursuant to Section 12B-4.014, Florida Administrative Code.

2.3 Property Records. Upon the request of the CRA, the City shall deliver copies of available information relating to the Property including boundary and site surveys, utility location drawings, soil borings, environmental reports, "as-built" documentation, if any, and other similar documentation concerning the Property, which are in records currently held by City. The City shall not be obligated to obtain, create or draft such documents if such are not within the possession or control of the City.

Section 3. As-Is Condition of Property. THE CRA ACKNOWLEDGES AND AGREES THAT THE CITY HAS MADE NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OR CONDITION OF THE PROPERTY INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL CONDITION THEREOF, AND THAT THE CRA IS NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATION OR INDUCEMENT THAT MAY HAVE BEEN MADE BY THE CITY OR ITS REPRESENTATIVES, AGENTS OR EMPLOYEES WITH RESPECT TO THE QUALITY OR THE PRESENT OR FUTURE CONDITION, ENVIRONMENTAL OR OTHERWISE, OF THE PROPERTY. CRA ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY IS "AS IS" IN ALL RESPECTS WITHOUT ANY WARRANTY OR REPRESENTATION FOR ANY PURPOSE, EXPRESS OR IMPLIED. THE FOREGOING SHALL EXPRESSLY SURVIVE THE EXECUTION, DELIVERY AND RECORDING OF THE DEED.

Section 4. Re-Conveyance of Property to City. If building permit(s) have not been issued by the City for the development of the Property as an affordable housing project by the date which is four (4) years from the date hereof, the City shall have the right to request that the CRA re-convey the Property to the City at any time thereafter. Any such request by the City shall be in writing. Within thirty (30) days of receipt of the City's written request, the CRA shall convey title to the Property to the City. The conveyance of the Property by the CRA to the City shall be for a nominal amount. The conveyance of the Property by the CRA to the City shall be by deed in a form substantially similar to the Deed used to convey the Property to the CRA. The City, at its sole cost and expense, shall record such deed in the Public Records of Miami-Dade County. The Parties acknowledge that the conveyance of the Property from the CRA to the City is currently not subject to State of Florida documentary stamp taxes pursuant to Section 12B-4.014, Florida Administrative Code. Notwithstanding the foregoing, if building permit(s) are issued at any time after such four (4) year period, but prior to the City's written request for re-conveyance of the Property, the City's right to request such re-conveyance shall terminate upon the issuance of such building permit(s) and be of no further force and effect.

Section 5. Miscellaneous.

5.1 Headings. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof.

5.2 Amendment. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the City and the CRA.

5.3 Third Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

5.4 Construction. Both Parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

5.5 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

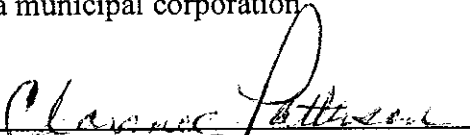
5.6 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

5.7 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other Party of the same or any other obligations of such other Party hereunder. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues will not constitute a waiver by such Party of it rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

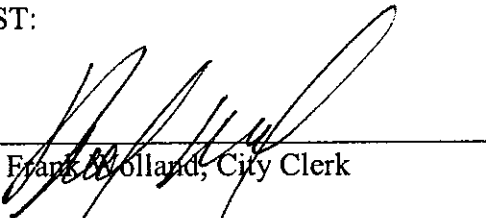
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IN WITNESS WHEREOF, the City and the CRA hereto have caused this Agreement to be executed as of the day and year first above written.

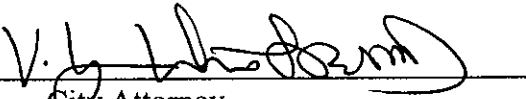
CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

By: 
Clarence Patterson, City Manager

ATTEST:

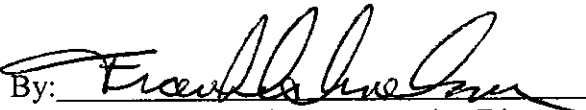
By: 
Frank Wolland, City Clerk

Approved as to form and legal sufficiency

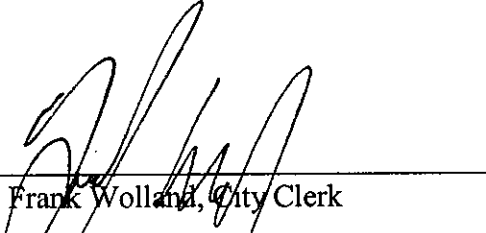
By: 
City Attorney

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By: 
Kevin A. Burns, Chairman

By: 
Frank Schnidman, Executive Director

Attest:

By: 
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:


By: 
Gray Robinson, P.A., CRA Attorney

EXHIBIT "A"

A PORTION OF THE NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF THE RIGHT-OF-WAY FOR N.E. 138th STREET (TO BE VACATED) AS SHOWN ON THE PLAT OF HYSTAN SUBDIVISION, RECORDED IN PLAT BOOK 66, PAGE 77 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE SOUTH 00°04'49" WEST, ALONG A PORTION OF THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$), A DISTANCE OF 359.34 FEET; THENCE NORTH 89°57'26" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF N.E. 5th AVENUE; THENCE CONTINUE NORTH 89°57'26" WEST, A DISTANCE OF 167.71 FEET; THENCE SOUTH 00°19'48" WEST, A DISTANCE OF 170.00 FEET; THENCE NORTH 89°40'12" EAST, A DISTANCE OF 166.50 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°04'49" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 109.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF S.W. 137th STREET, SAID LINE ALSO BEING 25.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE NORTH 89°40'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 638.15 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE NORTH 00°06'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 276.51 FEET; THENCE NORTH 89°40'12" EAST, A DISTANCE OF 229.94 FEET; THENCE NORTH 00°12'45" WEST, A DISTANCE OF 149.97 FEET; THENCE SOUTH 89°47'15" WEST, A DISTANCE OF 96.08 FEET TO A POINT ON THE EAST LINE OF SANTEE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 00°06'41" EAST, ALONG SAID EAST LINE, A DISTANCE OF 187.34 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID SANTEE ESTATES; THENCE NORTH 89°47'15" EAST, ALONG A LINE 25.00 FEET SOUTH AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) A DISTANCE OF 399.01 FEET TO A POINT ON THE EAST LINE OF THE WEST 532 FEET OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$), SAID LINE BEING COINCIDENT WITH THE WEST LINE OF SAID HYSTAN SUBDIVISION; THENCE SOUTH 00°06'41" WEST, ALONG SAID WEST LINE, A DISTANCE OF 281.60 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID HYSTAN SUBDIVISION; THENCE NORTH 89°43'44" EAST, ALONG THE SOUTH LINE OF SAID LOT 3 AND ITS EASTERLY EXTENTION A DISTANCE OF 105.96 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF N.E. 5th AVENUE; THENCE SOUTH 00°04'49" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 52.74 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF NORTH MIAMI, MIAMI-DADE COUNTY FLORIDA AND CONTAINING 6.289 ACRES (273,962 SQUARE FEET) MORE OR LESS.

EXHIBIT "B"

This instrument prepared by and
after recording return to:

Steven W. Zelkowitz, Esq.
GrayRobinson, P.A.
401 East Las Olas Boulevard
Suite 1850
Fort Lauderdale, FL 33301
(954) 761-7469

Tax Folio No.

QUIT-CLAIM DEED

THIS QUIT CLAIM DEED executed this ____ day of January, 2006, by the **CITY OF NORTH MIAMI, FLORIDA**, a Florida municipal corporation, whose mailing address is 776 N.E. 125th Street, North Miami, Florida 33161 (hereinafter referred to as "Grantor"), to and in favor of the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, whose mailing address is 615 N.E. 124th Street, North Miami, Florida 33161 (hereinafter referred to as "Grantee").

(Wherever used herein, the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Witnesses:

**CITY OF NORTH MIAMI,
a Florida municipal corporation**

Print Name: _____

By: _____
Clarence Patterson, City Manager

Print Name: _____

Attest:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

By: _____
City Attorney

STATE OF FLORIDA)
 SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of January, 2006, by Clarence Patterson, as City Manager of the CITY OF NORTH MIAMI, a Florida municipal corporation, who (check one) [] is personally known to me or [] has produced a Florida drivers license as identification.

Notary Public, State of Florida

Print Name

My Commission Expires: