


**M E M O R A N D U M**  
**Office of the City Manager**

TO: Jacqie Vieira  
Deputy City Clerk

FROM: Mayda Pineda   
City Manager's Office

RE: **FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CITY  
OF NORTH MIAMI & C.R.A. – AND QUIT-CLAIM DEED**

DATE: March 2, 2007

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For safekeeping in your office, attached please find one (1) fully executed *original* of First Amendment to Interlocal Agreement as well as one (1) *copy* of the Quit-Claim Deed between the City of North Miami and C.R.A.

Please note the following documents were mailed to Steve Zelkowitz, C.R.A. attorney.

1. one (1) *original* Quit-Claim Deed for recording; and
2. one (1) fully executed *original* of the Interlocal Agreement.

Thank you.

/mp

Attachment(s)

c: Clarence Patterson, City Manager (w/attachments)  
Tony Crapp, C.R.A. (w/attachments)

**RECEIVED**

**MAR 06 2007**

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. 06-2219-000-1620

**QUIT-CLAIM DEED**

**THIS QUIT CLAIM DEED** executed this 27<sup>th</sup> day of February, 2007, by the **CITY OF NORTH MIAMI, FLORIDA**, a Florida municipal corporation, whose mailing address is 776 N.E. 125<sup>th</sup> 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. 124<sup>th</sup> 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.



DESCRIPTION:

A PORTION OF THE SOUTH ONE-HALF (S. ½) OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. ¼), OF THE SOUTHEAST ONE-QUARTER (S.E. ¼), OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SAID SECTION 19; THENCE SOUTH 00°05'25" WEST, ALONG A PORTION OF THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. ¼), OF THE SOUTHEAST ONE-QUARTER (S.E. ¼), OF THE SOUTHWEST ONE-QUARTER (S.W. ¼), A DISTANCE OF 356.48 FEET; THENCE SOUTH 89°45'19" WEST, ALONG A PORTION OF THE SOUTH LINE OF A 50 FOOT WIDE RIGHT-OF-WAY RECORDED IN DEED BOOK 2153, PAGE 151 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, A DISTANCE OF 433.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°12'45" EAST, A DISTANCE OF 5.46 FEET; THENCE SOUTH 89°40'12" WEST, A DISTANCE OF 229.94 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SAID SECTION 19; THENCE NORTH 00°06'41" EAST, A DISTANCE OF 5.80 FEET TO A POINT ON THE SOUTH LINE OF SAID RIGHT-OF-WAY; THENCE NORTH 89°45'19" EAST, ALONG A PORTION OF SAID NORTH LINE A DISTANCE OF 229.90 FEET TO THE POINT OF BEGINNING.


SAID LANDS SITUATE LYING AND BEING IN THE CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 0.030 ACRES OR (1,294 SQUARE FEET) MORE OR LESS

NOTE: THE BEARINGS SHOWN HEREON ON ARE BASED ON AN ASSUMED MERIDIAN, WITH THE EAST LINE OF THE N.W. 1/4, OF THE S.E. 1/4, OF THE S.W. 1/4 OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 42 EAST BEARING SOUTH 00°05'25" WEST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB271

  
\_\_\_\_\_  
THOMAS C. SHAHAN  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387  
STATE OF FLORIDA

**THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.**



# Craven • Thompson & Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

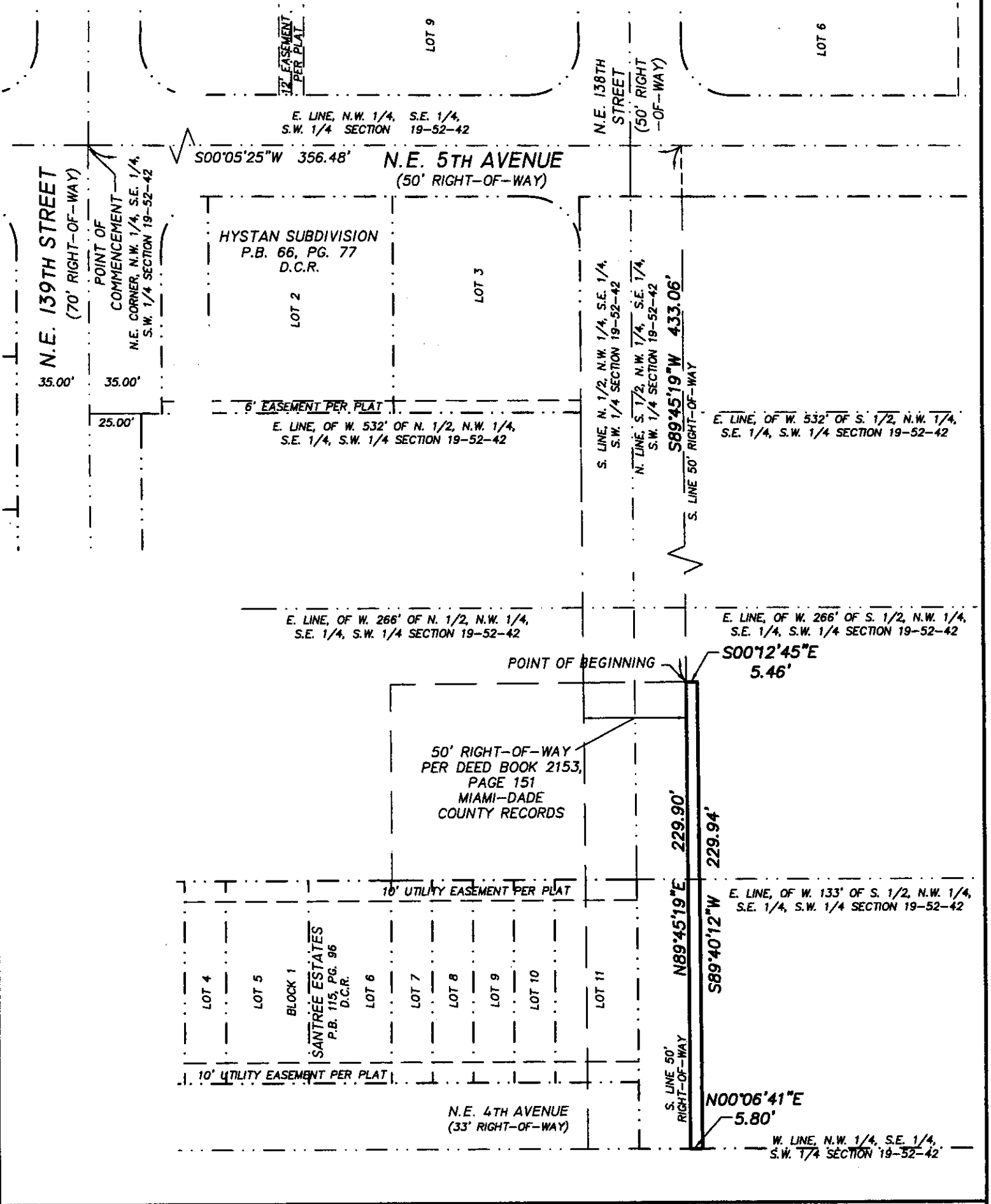
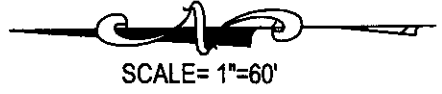
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2000

FOR: CITY OF NORTH MIAMI

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

## SKETCH TO ACCOMPANY DESCRIPTION

### ADDITIONAL LANDS TO BE ACQUIRED



UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record. G:\2004\040136\dwg\SD-ADDN PROP-138 STREET

## FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (this "First Amendment") is entered into this 27<sup>th</sup> day of February, 2007 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 and CRA entered into that certain Interlocal Agreement dated January 24, 2006 (the "Agreement") with respect to the conveyance of the Property (as defined in the Agreement) from the City to the CRA.

2. The Parties desire to amend certain terms and provisions of the Agreement as set forth in this First Amendment.

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 CRA 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 First 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. Conflict; Defined Terms; Ratification.

2.1 First Amendment Controls; Defined Terms. In the event of any conflict between the terms and conditions of this First Amendment and the Agreement, it is agreed that the terms and conditions of this First Amendment shall control. Any defined terms not defined in this First Amendment shall have the meaning ascribed to them in the Agreement. All references herein to "this Agreement" shall include this First Amendment.

2.2 Ratification. Except as set forth in this First Amendment, all other terms and provisions of the Agreement shall remain unmodified and in full force and effect and the parties hereby ratify the terms and conditions set forth in the Agreement.

#### Section 3. The Property.

3.1 The Property. The City shall convey to the CRA the real property set forth on

legal description attached to the Quit-Claim Deed (the "Deed"), both of which are attached hereto as Exhibit "A" and by this reference made a part hereof. The real property set forth on the legal description attached to the Deed shall hereinafter be considered part and parcel of the Property for all intents and purposes including the terms, provisions and restrictions set forth in the Agreement.

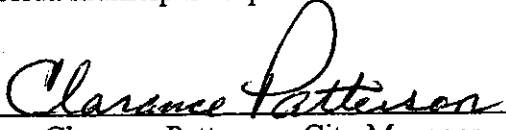
3.2 Execution, Delivery and Recording of the Deed. Simultaneously upon the execution of this Agreement by the City, the City shall execute and deliver the Deed to the CRA. The CRA, at its sole cost and expense, shall record the Deed in the Public Records of Miami-Dade County. The Parties acknowledge 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.

**Section 4. Re-Conveyance of Property to City.** The Parties acknowledge and agree that building permits have been issued by the City for the development of the Property as an affordable housing project. The Parties further acknowledge and agree that the requirements of Section 4 of the Agreement have been met by the CRA, and the City's right to request that the CRA re-convey the Property to the City is null and void. Section 4 of the Agreement is hereby deleted in its entirety.

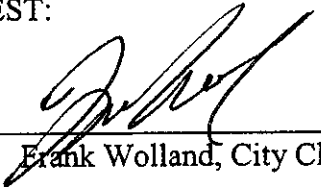
[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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.

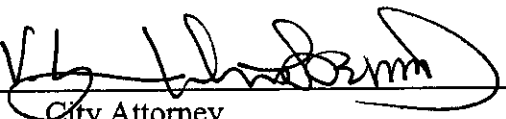
**CITY OF NORTH MIAMI, FLORIDA,**  
a Florida municipal corporation

By:   
Clarence Patterson, City Manager

ATTEST:


By:   
Frank Wolland, City Clerk

Approved as to form and legal sufficiency

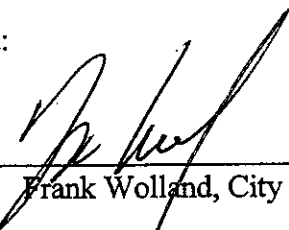
By:   
City Attorney

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

By:   
Kevin A. Burns, Chairman

By:   
Tony E. Crapp, Sr., Executive Director

Attest:

By:   
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

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

**EXHIBIT "A"**

**QUIT-CLAIM DEED WITH LEGAL DESCRIPTION**

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 Nos.  
06-2219-000-1620

### **QUIT-CLAIM DEED**

**THIS QUIT CLAIM DEED** executed this \_\_\_\_ day of January, 2007, by the **CITY OF NORTH MIAMI, FLORIDA**, a Florida municipal corporation, whose mailing address is 776 N.E. 125<sup>th</sup> 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. 124<sup>th</sup> 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, 2007, 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:

EXHIBIT "A"

DESCRIPTION:

A PORTION OF THE SOUTH ONE-HALF (S. ½) OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. ¼), OF THE SOUTHEAST ONE-QUARTER (S.E. ¼), OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SAID SECTION 19; THENCE SOUTH 00°05'25" WEST, ALONG A PORTION OF THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. ¼), OF THE SOUTHEAST ONE-QUARTER (S.E. ¼), OF THE SOUTHWEST ONE-QUARTER (S.W. ¼), A DISTANCE OF 356.48 FEET; THENCE SOUTH 89°45'19" WEST, ALONG A PORTION OF THE SOUTH LINE OF A 50 FOOT WIDE RIGHT-OF-WAY RECORDED IN DEED BOOK 2153, PAGE 151 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, A DISTANCE OF 433.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°12'45" EAST, A DISTANCE OF 5.46 FEET; THENCE SOUTH 89°40'12" WEST, A DISTANCE OF 229.94 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. ¼) OF THE SOUTHEAST ONE-QUARTER (S.E. ¼) OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SAID SECTION 19; THENCE NORTH 00°06'41" EAST, A DISTANCE OF 5.80 FEET TO A POINT ON THE SOUTH LINE OF SAID RIGHT-OF-WAY; THENCE NORTH 89°45'19" EAST, ALONG A PORTION OF SAID NORTH LINE A DISTANCE OF 229.90 FEET TO THE POINT OF BEGINNING.


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CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB271

  
\_\_\_\_\_  
THOMAS C. SHAHAN  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387  
STATE OF FLORIDA

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# Craven • Thompson & Associates, Inc. ENGINEERS • PLANNERS • SURVEYORS

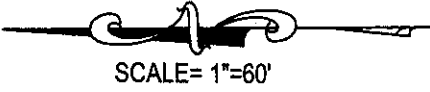
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

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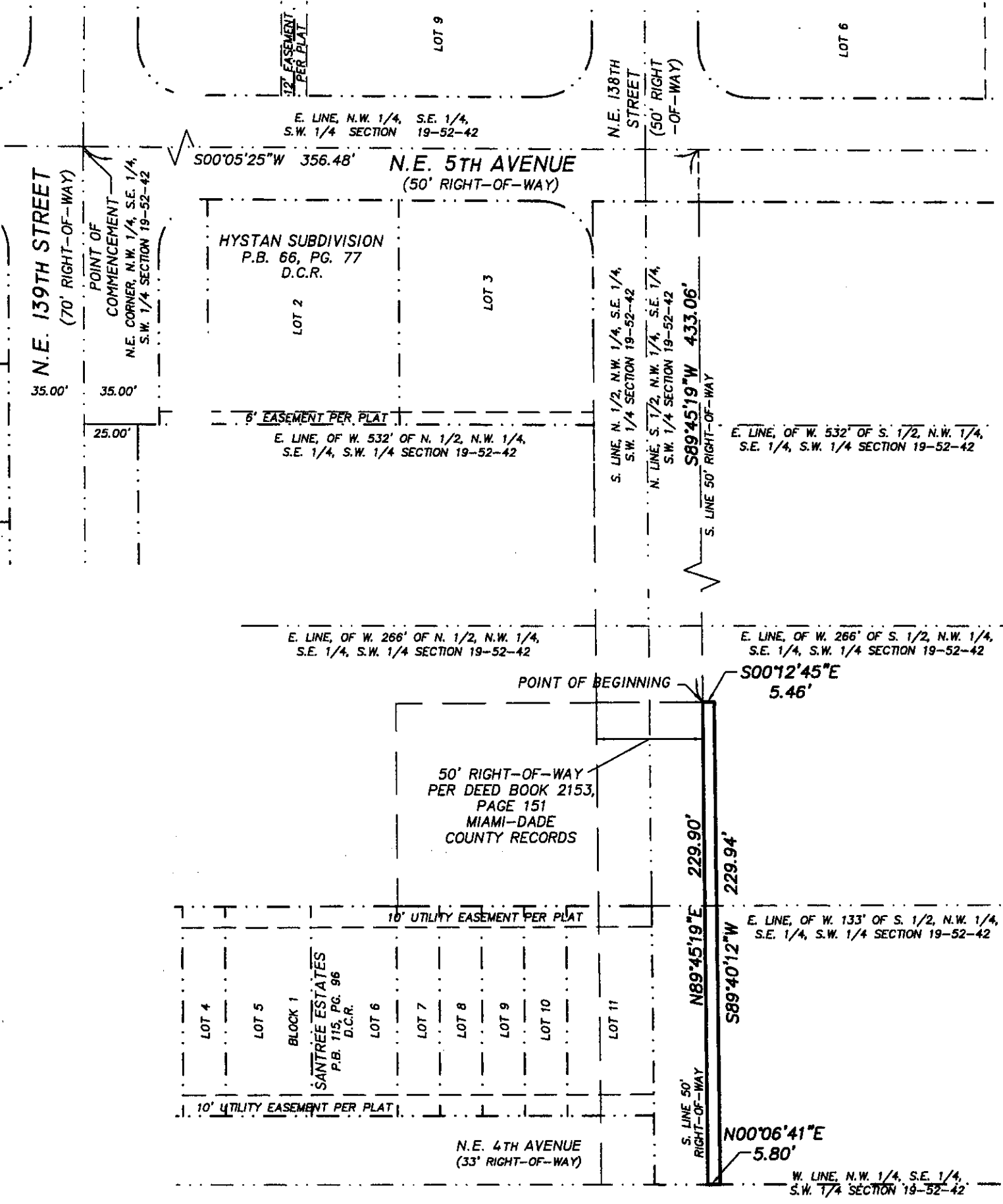
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## SKETCH TO ACCOMPANY DESCRIPTION ADDITIONAL LANDS TO BE ACQUIRED



SCALE= 1"=60'



UPDATES and/or REVISIONS	DATE	BY	CK'D

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