

**RESOLUTION NO. R-7-2006-11**

**A RESOLUTION OF THE CHAIRMAN AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE LICENSE AGREEMENT BETWEEN NORTH MIAMI HOUSING, LTD. AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY RELATING TO SITE INSPECTIONS OF RUCK'S PARK; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE LICENSE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the North Miami Community Redevelopment Agency (the "CRA") is the owner of certain real property commonly know as Ruck's Park; and

WHEREAS, the CRA desires to implement a development plan for Ruck's Park as an affordable housing project (the "Project") in accordance with its community redevelopment plan and related redevelopment activities; and

WHEREAS, North Miami Housing, Ltd. ("NMH") will provide development services to the CRA in connection with the Project, which development services will be subject to the terms of a Development Agreement currently being negotiated by the CRA and NMH; and

WHEREAS, in order to expeditiously move forward with the Project prior to entering into the Development Agreement, NMH desires to enter upon Ruck's Park to perform certain site inspections, subject to the terms and provisions of the License Agreement attached hereto as Exhibit "A" and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD MEMBERS 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 License Agreement as attached hereto as Exhibit "A" is hereby approved together with such non-material changes as may be requested by NMH and acceptable to the Executive Director and approved as to form and legality by the CRA Attorney.

**Section 3.** The Chairman and Executive Director of the CRA are hereby authorized to execute the License 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 11 day of July, 2006.

ATTEST:

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

  
FRANK WOLLAND, CITY CLERK

  
KEVIN A. BURNS, CHAIR

APPROVED AS TO FORM:

  
GRAY ROBINSON, P.A.  
CRA ATTORNEY

SPONSORED BY: ADMINISTRATION

Moved by: Jacques Despinosse

Seconded by: Scott Galvin

Vote:

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

<u>X</u>	(Yes)	<u>      </u>	(No)
<u>X</u>	(Yes)	<u>      </u>	(No)
<u>X</u>	(Yes)	<u>      </u>	(No)
<u>X</u>	(Yes)	<u>      </u>	(No)
<u>X</u>	(Yes)	<u>      </u>	(No)

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("Agreement") is made as of this 27th day of June, 2006, by and between by and between **NORTH MIAMI HOUSING, LTD.**, a Florida limited partnership (the "DEVELOPER") and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a body public and corporate of the State of Florida (the "CRA").

### RECITALS

1. CRA is the owner of certain improved real property as more particularly described on Exhibit "A" attached hereto (the "Property").

2. CRA desires to grant DEVELOPER a license to enter upon the Property and perform certain inspections of the Property, all as more particularly set forth herein.

**NOW, THEREFORE**, for in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the CRA and the DEVELOPER, the parties agree as follows:

1. Recitals. The above stated recitals are true and correct and are incorporated herein by reference.

2. License. CRA hereby grants DEVELOPER and its employees, contractors and agents a license to enter upon the Property during reasonable business hours for the purpose of inspecting, examining, testing and investigating the Property so that DEVELOPER can determine any conditions which may affect the intended development of the Property including, without limitation, soil make-up, utilities, encroachments, access for ingress and egress, environmental condition, and status of any improvements on the Property. All inspections shall be made at DEVELOPER's cost and expense; however, such costs and expenses are to be included as part of the project costs under the Development Agreement (as hereinafter defined). If requested by CRA, the DEVELOPER shall restore the Property to the condition existing prior to such activities on the Property, normal wear and tear and casualty excepted.

3. Term. The term of the license granted hereunder shall commence on the date hereof and shall terminate on the earlier to occur of (a) the execution and delivery of a Development Agreement between the CRA and the DEVELOPER for the development of the Property (the "Development Agreement") or (b) upon the revocation of the license by written notice from the CRA to the DEVELOPER, which revocation may be made in the sole and absolute discretion of the CRA.

4. Liens. DEVELOPER shall not permit any materialmen or liens to be filed against the Property in connection with the exercise of its rights under this Agreement.

5. Insurance. Prior to entering the Property, DEVELOPER shall provide, and cause each of its contractors and agents to provide, the CRA with evidence of comprehensive general


liability insurance with coverage limits of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and naming the CRA as an additional insured.

6. Indemnity. In further consideration of the rights granted DEVELOPER hereunder, DEVELOPER agrees to indemnify, defend and hold CRA harmless from any actions, suits, liens, claims, damages, expenses, losses and liability for damage to personal property or personal injury arising from or attributable to any acts performed by DEVELOPER or its agents or contractors in exercising DEVELOPER's rights under this Agreement (including, without limitation, any rights or claims of materialmen or mechanics to liens on the Property); provided, however, DEVELOPER shall not be liable for any pre-existing conditions affecting the Property. This agreement to indemnify the CRA shall survive any termination of this Agreement.

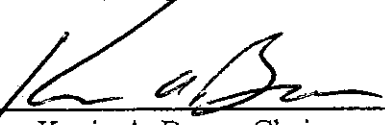
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first above written.

**NORTH MIAMI HOUSING, LTD.**, a Florida limited partnership

By: North Miami Housing GP, LLC, a Florida limited liability company, as general partner

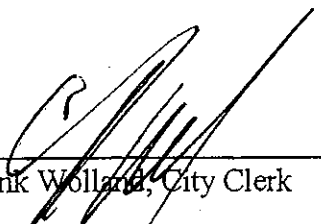
By:   
Name: Otis Pitts Jr.  
Title: President

**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 Wollard, City Clerk

Approved as to form and legal sufficiency:

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

**EXHIBIT "A"**

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.