

RESOLUTION NO. R-CRA-2007-6

A RESOLUTION OF THE CHAIRMAN AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI, FLORIDA AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY RELATING TO THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE CITY OF NORTH MIAMI TO THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY IN CONNECTION WITH THE PIONEER GARDENS HOUSING DEVELOPMENT; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Miami, Florida (the "City") and the North Miami Community Redevelopment Agency previously entered into that certain Interlocal Agreement dated January 24, 2006 (the "Agreement") with respect to the conveyance of the Property (as defined therein) from the City to the CRA for the Pioneer Gardens housing development; and

WHEREAS, the City and the CRA desire to amend the Agreement to provide for the conveyance of additional real property from the City to the CRA as more particularly described in the First Amendment to Interlocal Agreement attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the City desires to transfer such additional real property to 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 First Amendment to Interlocal Agreement attached hereto as Exhibit "A" in order to transfer real property from the City to the CRA for the Pioneer Gardens housing development.

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 First Amendment to 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 the real property described therein 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 27th day of February, 2007.

ATTEST:

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

Deputy for

FRANK WOLLAND, 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)

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (this "First Amendment") is entered into this ____ 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 No. 06-2219-000-1620

QUIT-CLAIM DEED

THIS QUIT CLAIM DEED executed this ____ day of February, 2007, 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 February, 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:
DRAFT - # 38944 v2
1/31/07 3:35 PM

EXHIBIT "A"

DESCRIPTION:

A PORTION OF THE SOUTH ONE-HALF (S. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) 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. 1/4), OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4), OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 19; THENCE SOUTH 00°05'25" WEST, ALONG A PORTION OF THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. 1/4), OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4), OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4), 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. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) 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.

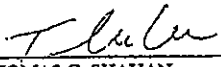
SAID LANDS SITUATE LYING AND BEING IN THE CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 0.030 ACRES OR (1,294 SQUARE FEET) MORE OR LESS

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.

