

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2012 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 CRA 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 CRA to assist the City with the redevelopment of Property as an public park by transferring title to the Property back to the City, and the City 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 CRA agrees to transfer title in, and the City agrees to take title to, the Property. The conveyance of the Property by the CRA to the City shall be for a nominal amount. The CRA shall convey fee simple title by Quitclaim Deed to the City 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 CRA, the CRA shall execute and deliver the Deed to the City. The City, 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 CRA to the City is not subject to State of Florida documentary stamp taxes pursuant to Section 12B-4.014, Florida Administrative Code.

2.3 Property Records. The CRA 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 CRA. The CRA shall not be obligated to obtain, create or draft such documents if such are not within the possession or control of the CRA.

Section 3. As-Is Condition of Property. THE CITY ACKNOWLEDGES AND AGREES THAT THE CRA 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 CITY IS NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATION OR INDUCEMENT THAT MAY HAVE BEEN MADE BY THE CRA OR ITS REPRESENTATIVES, AGENTS OR EMPLOYEES WITH RESPECT TO THE QUALITY OR THE PRESENT OR FUTURE CONDITION, ENVIRONMENTAL OR OTHERWISE, OF THE PROPERTY. CITY 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. CITY FURTHER ACKNOWLEDGES THAT IT IS AWARE OF THE PRESENCE OF CERTAIN HAZARDOUS MATERIALS IN, ON AND UNDER TH PROPERTY AND THAT SUCH HAZARDOUS MATERIALS MAY NEED TO BE REMEDIATED IN ORDER TO DEVELOP THE PROPERTY. THE FOREGOING SHALL EXPRESSLY SURVIVE THE EXECUTION, DELIVERY AND RECORDING OF THE DEED.

Section 4. Assignment of Professional Services Agreement. References is made to that certain Agreement for Professional Services dated February 7, 2008, between Urban Residential Development Group, Ltd. f/k/a North Miami Housing, Ltd. ("URDG") and REP Associates, Inc. n/k/a Eco Advisors, LLC (the "Engineer"), as amended and assigned by URDG to the CRA, together with all Work Orders related thereto (collectively, the "Agreement") relative to the assessment and remediation of certain environmental conditions at the Property. CRA hereby transfers and assigns to the City, all of CRA's right, title and interest in and to the Agreement. CRA hereby represents to City that to its knowledge (a) the Agreement (i) represents the entire agreement between CRA and the Engineer and (ii) is in full force and effect and that CRA has neither delivered a notice of default to the Engineer, nor received a notice of default from the Engineer, (b) the CRA has delivered and a complete original of the Agreement, and (c) CRA has paid all Work Orders for services performed prior the date hereof. City hereby accepts the assignment of the Agreement and assumes all of the CRA's obligations under the Agreement and agrees to perform and keep all of the terms, conditions, covenants, agreements, liabilities and obligations of CRA to be performed thereunder from and after the date hereof.

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.

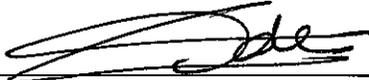
5.7 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by 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 its 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.

5.8 Termination of Prior Interlocal Agreement. Reference is made to that certain Interlocal Agreement dated January 24, 2006, between the City and CRA relative to the transfer of the Property from the City to the CRA (the "Prior Interlocal Agreement"). The City and CRA hereby terminate the Prior Interlocal Agreement and agree that the Prior Interlocal Agreement is null and void.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

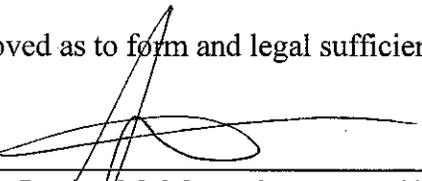
IN WITNESS WHEREOF, the City and the CRA hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

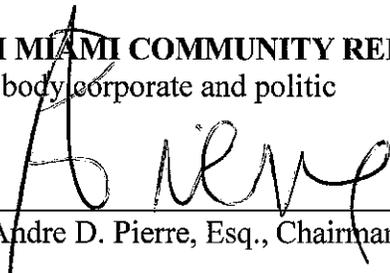
By: 
for Stephen E. Johnson, City Manager

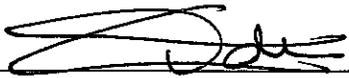
ATTEST: 
By: 
Michael A. Etienne, City Clerk

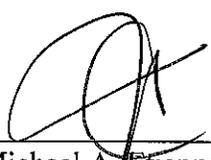
Approved as to form and legal sufficiency

By: 
Regine M. Monestime, Esq., City Attorney

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

By: 
Andre D. Pierre, Esq., Chairman

By: 
for Stephen E. Johnson, Executive Director

Attest:
By: 
Michael A. Etienne, City Clerk

Approved as to form and legal sufficiency:

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

JOINDER OF ENGINEER

The undersigned, as Engineer under the Agreement, hereby joins in this Interlocal Agreement for purposes of (a) consenting to the assignment of the Agreement from the CRA to the City and (b) acknowledging (i) receipt of payment for all Work Orders submitted prior to the date hereof and (ii) that there are no unpaid amounts due and owing to Engineer for services performed prior to the date hereof and (iii) that the CRA's representations in Section 4 of this Interlocal Agreement are true and correct in all material respects.

ECO ADVISORS, LLC
f/k/a REP Associates, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION

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 IT'S 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.
1221 Brickell Avenue
Suite 1600
Miami, FL 33131
(305) 416-6880

Tax Folio Nos.
06-2219-000-1620
06-2219-000-1630
06-2219-000-1640
06-2219-000-1650
06-2219-000-1660
06-2219-000-1680
06-2219-000-1690
06-2219-000-1700

QUIT-CLAIM DEED

THIS QUIT CLAIM DEED executed this _____ day of _____, 2012, by the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, whose mailing address is 615 N.E. 124th Street, North Miami, Florida 33161 (hereinafter referred to as "Grantor"), to and in favor of 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 "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.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2012 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 CRA 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 CRA to assist the City with the redevelopment of Property as an public park by transferring title to the Property back to the City, and the City 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 CRA agrees to transfer title in, and the City agrees to take title to, the Property. The conveyance of the Property by the CRA to the City shall be for a nominal amount. The CRA shall convey fee simple title by Quitclaim Deed to the City 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 CRA, the CRA shall execute and deliver the Deed to the City. The City, 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 CRA to the City is not subject to State of Florida documentary stamp taxes pursuant to Section 12B-4.014, Florida Administrative Code.

2.3 Property Records. The CRA 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 CRA. The CRA shall not be obligated to obtain, create or draft such documents if such are not within the possession or control of the CRA.

Section 3. As-Is Condition of Property. THE CITY ACKNOWLEDGES AND AGREES THAT THE CRA 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 CITY IS NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATION OR INDUCEMENT THAT MAY HAVE BEEN MADE BY THE CRA OR ITS REPRESENTATIVES, AGENTS OR EMPLOYEES WITH RESPECT TO THE QUALITY OR THE PRESENT OR FUTURE CONDITION, ENVIRONMENTAL OR OTHERWISE, OF THE PROPERTY. CITY 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. CITY FURTHER ACKNOWLEDGES THAT IT IS AWARE OF THE PRESENCE OF CERTAIN HAZARDOUS MATERIALS IN, ON AND UNDER TH PROPERTY AND THAT SUCH HAZARDOUS MATERIALS MAY NEED TO BE REMEDIATED IN ORDER TO DEVELOP THE PROPERTY. THE FOREGOING SHALL EXPRESSLY SURVIVE THE EXECUTION, DELIVERY AND RECORDING OF THE DEED.

Section 4. Assignment of Professional Services Agreement. References is made to that certain Agreement for Professional Services dated February 7, 2008, between Urban Residential Development Group, Ltd. f/k/a North Miami Housing, Ltd. ("URDG") and REP Associates, Inc. n/k/a Eco Advisors, LLC (the "Engineer"), as amended and assigned by URDG to the CRA, together with all Work Orders related thereto (collectively, the "Agreement") relative to the assessment and remediation of certain environmental conditions at the Property. CRA hereby transfers and assigns to the City, all of CRA's right, title and interest in and to the Agreement. CRA hereby represents to City that to its knowledge (a) the Agreement (i) represents the entire agreement between CRA and the Engineer and (ii) is in full force and effect and that CRA has neither delivered a notice of default to the Engineer, nor received a notice of default from the Engineer, (b) the CRA has delivered and a complete original of the Agreement, and (c) CRA has paid all Work Orders for services performed prior the date hereof. City hereby accepts the assignment of the Agreement and assumes all of the CRA's obligations under the Agreement and agrees to perform and keep all of the terms, conditions, covenants, agreements, liabilities and obligations of CRA to be performed thereunder from and after the date hereof.

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.

5.8 Termination of Prior Interlocal Agreement. Reference is made to that certain Interlocal Agreement dated January 24, 2006, between the City and CRA relative to the transfer of the Property from the City to the CRA (the "Prior Interlocal Agreement"). The City and CRA hereby terminate the Prior Interlocal Agreement and agree that the Prior Interlocal Agreement is null and void.

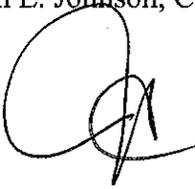
[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

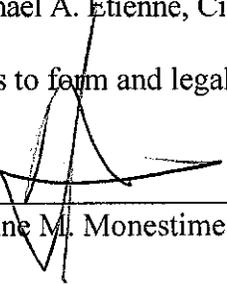
By: 

for Stephen E. Johnson, City Manager

ATTEST: 
By: _____

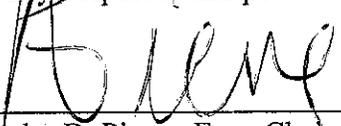
Michael A. Etienne, City Clerk

Approved as to form and legal sufficiency

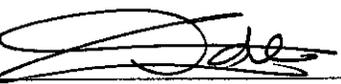
By: 

Regine M. Monestime, Esq., City Attorney

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

By: 

Andre D. Pierre, Esq., Chairman

By: 

for Stephen E. Johnson, Executive Director

Attest: 
By: _____
Michael A. Etienne, City Clerk

Approved as to form and legal sufficiency:

By: 

Gray Robinson, P.A., CRA Attorney

JOINDER OF ENGINEER

The undersigned, as Engineer under the Agreement, hereby joins in this Interlocal Agreement for purposes of (a) consenting to the assignment of the Agreement from the CRA to the City and (b) acknowledging (i) receipt of payment for all Work Orders submitted prior to the date hereof and (ii) that there are no unpaid amounts due and owing to Engineer for services performed prior to the date hereof and (iii) that the CRA's representations in Section 4 of this Interlocal Agreement are true and correct in all material respects.

ECO ADVISORS, LLC
f/k/a REP Associates, Inc.

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

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 EXTENSION A DISTANCE OF 105.98 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.
1221 Brickell Avenue
Suite 1600
Miami, FL 33131
(305) 416-6880

Tax Folio Nos.
06-2219-000-1620
06-2219-000-1630
06-2219-000-1640
06-2219-000-1650
06-2219-000-1660
06-2219-000-1680
06-2219-000-1690
06-2219-000-1700

QUIT-CLAIM DEED

THIS QUIT CLAIM DEED executed this _____ day of _____, 2011, by the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, whose mailing address is 615 N.E. 124th Street, North Miami, Florida 33161 (hereinafter referred to as "Grantor"), to and in favor of 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 "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.

