

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

9

Meeting Date: MARCH 17 2015 Agenda Item _____

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT
AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO
EXECUTE A CORRECTIVE WARRANTY DEED RELATING TO PROPERTY
LOCATED AT 1538 NW 7 LANE; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why: The Pompano Beach Community Redevelopment Agency conveyed land to Danny Hill on May 10, 2002 through a Warranty Deed for the above mentioned property located within the Canal Point Phase II residential development. The Warranty Deed was prepared by Capital Abstract & Title which contained an error in the legal description of the property being conveyed. The property has been foreclosed upon and the error was discovered during this foreclosure process. Before the Board is a Corrective Warranty Deed for consideration. CRA Staff recommends approval of the Corrective Warranty Deed.

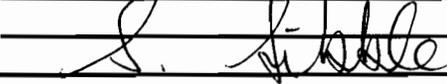
QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Nguyen Tran  Ext. 7769
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
<u>CAO</u>	<u>2/03/2015</u>	<u>Approval</u>	<u>CAO memo # 2015-540</u>

- CRA Executive Director
- Finance Director





ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u>	<u>Results:</u>	<u>Results:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CRA

POMPANO BEACH

100 W. Atlantic Blvd. Room 276
Pompano Beach, FL 33060

Phone: (954) 545-7769
Fax: (954) 786-7836

MEMORANDUM

To: CRA Board

Through: Chris Brown, Co-Executive Director
Kim Briesemeister, Co-Executive Director

From: Nguyen Tran, Northwest CRA Director 

Date: February 5, 2015

Subject: Corrective Warranty Deed-1538 NW 7 Lane

Background

The above mentioned property is located within the Canal Pointe Phase II residential development. The Pompano Beach Community Redevelopment Agency conveyed the land for the above mentioned property to Mr. Danny Hill, through a Warranty Deed (ORB 33290, PG 29) dated May 10, 2002. The Warranty Deed was prepared by Capital Abstract & Title which contained an error in the Legal Description of the property being conveyed. The correct legal description should have read: "Lot 4 and the South half of Lot 5, Block B, of the Pompano Beach Community Redevelopment Agency Plat." However, the legal description omitted the "South half of Lot 5". The Mortgage Deed and Promissory Note that was executed with the Warranty Deed both contained the correct legal description for this property. The property was recently foreclosed upon and the incorrect legal description was discovered as part of this action. The Corrective Warranty Deed was prepared by the attorney for the new property owner and has been reviewed by our City Attorney's Office.

Recommendation

CRA staff is recommending the approval of this Corrective Warranty Deed.



City Attorney's Communication #2015-540
February 3, 2015

TO: Nguyen Tran, Community Redevelopment Agency
FROM: Mark E. Berman, Assistant City Attorney
RE: Resolution – Corrective Warranty Deed

As requested in your email of February 2, 2015, I have prepared and attached herewith a form of Resolution captioned as follows:

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A CORRECTIVE WARRANTY DEED RELATING TO PROPERTY LOCATED AT 1538 NW 7TH LANE; PROVIDING AN EFFECTIVE DATE.

Also attached is the Corrective Warranty Deed for your use.

Please feel free to contact me if I may be of further assistance.


MARK E. BERMAN

/jrm
L:cor/cra/2015-540

Attachments

RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A CORRECTIVE WARRANTY DEED RELATING TO PROPERTY LOCATED AT 1538 NW 7TH LANE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Warranty Deed prepared for the Pompano Beach Community Redevelopment Agency relating to the property located at 1538 NW 7th Lane contained a scrivener's error in the legal description; now, therefore,

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That the proper officials are hereby authorized to execute a Corrective Warranty Deed, attached hereto as Exhibit "A," relating to the real property located at 1538 NW 7th Lane, Pompano Beach, Florida.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

GBL/jrm
2/3/15
l:reso/cra/2015-193

Prepared by and Return to:
Matt A. Habibi, Esq.
The Law Office of Matt A. Habibi, PL
P.O. Box 2441
Ft. Lauderdale, FL 33303

Corrective Warranty Deed

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Deed is being recorded to correct a scrivener's error in the legal description included in that certain deed recorded on June 17, 2002, Official Records Book 33290, Page 29, of the Public Records of Broward County, Florida.

This Corrective Warranty Deed made this _____ day of _____, 2015, between **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, whose post office address is **100 W. Atlantic Blvd., Pompano Beach, FL 33060**, grantors, and **JAZBROWHOMES, LLC**, a Florida limited liability company, whose post office address is **3001 W. Hallandale Beach Blvd., Suite 300, Pembroke Park, FL 33009**, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County**, to-wit:

LOT 4 AND THE SOUTH HALF OF LOT 5, BLOCK B POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY PLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 156, PAGE(S) 36, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PROPERTY ADDRESS: 1538 N.W. 7TH LANE, POMPANO BEACH, FL 33060

PROPERTY ID#: 4842 26 41 0270

Subject to: (1) Taxes for the year 2001 and all subsequent years; and (2) Conditions, restrictions, reservations, declarations, easements, limitations, and zoning ordinances of record, if any, provided that this shall not serve to reimpose same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2001**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
LAMAR FISHER, CHAIRMAN

ATTEST: _____
MARGARET GALLAGHER, SECRETARY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by MARGARET GALLAGHER as Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

This Instrument Prepared by and Return to:
Paul Mandel, Esquire
CAPITAL ABSTRACT & TITLE
10115 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

Property Appraisers Parcel
Identification (Folio) Numbers:
8226-41-0270

Grantee SS #:

WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 10th day of May, A.D. 2002 by POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY herein called the grantor, whose post Office address is 100 W. ATLANTIC BLVD., POMPANO BEACH, FL 33060, to DANNY HILL, a single man whose post office address is 1538 NW 7TH LANE, POMPANO BEACH, FL 33060, hereinafter called the 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)

W I T N E S S E T H E: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BROWARD County, State of Florida, viz:

Lot 4, Block B, POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY PLAT, according to the map or plat thereof as recorded in Plat Book 156, Page(s) 16, Public Records of Broward County, Florida.

SUBJECT TO easements, restrictions, reservations, conditions, declarations, limitations, easments, right of way and zoning ordinances, if any, provided that this shall not serve to reimpose same and taxes for the current year and all subsequent years.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

Signed, sealed and delivered in the presence of:

Marilyn K. Gallington
Witness Signature
Marilyn K. Gallington
Witness Printed Signature
Paul Mandel
Witness Signature
Paul Mandel
Witness Printed Signature

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
By: *L. James Hudson* L.S.
L. JAMES HUDSON, DIRECTOR
100 W. ATLANTIC BLVD., POMPANO BEACH, FL 33060

STATE OF FLORIDA

COUNTY OF BROWARD

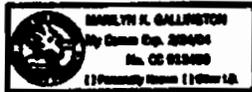
The foregoing instrument was acknowledged before me this 10 day of May, 2002 by L. JAMES HUDSON, DIRECTOR, on behalf of the corporation. He/She is/are personally known to me or has produced personally known as identification.

SEAL

Marilyn K. Gallington
Notary Signature
Marilyn K. Gallington
Printed Notary signature

My Commission Expires:

Our File No. 02-0257
CORPDOC5.DOC



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3/

CANAL POINTE, PHASE II

FUNDING SOURCE: HOME/STATE

THIS MORTGAGE DEED

Executed the 10th day of May A.D. 2002 by

Danny Hill, a single man

hereinafter called the mortgagor, to

THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF POMPANO BEACH, whose post office address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060,

hereinafter called the mortgagee, to:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in _____ County, Florida, viz:

Lot 4 and the South 1/2 of Lot 5, Block B, "Pompano Beach Community redevelopment Agency Plat thereof as recorded in Plat Book 156, Page 36 of the Public Records of Broward County, Florida aka 1538 N.W. 7th Lane, Pompano Beach, FL. 33060

This is a second mortgage and is inferior to a mortgage in favor of - Sunwest Bank, South Florida

RETURN TO:
W/SY
CAPITAL ABSTRACT & TITLE
10115 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

To Have and to Hold the same, together, with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

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CANAL PONTE, PHASE II

FUNDING SOURCE: HOME/STATE

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copies or identified, to-wit:

THIS IS NOT AN
OFFICIAL COPY

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waster, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by and payable to said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by

CANAL POINTE, PHASE II

FUNDING SOURCE: HOME/STATE

the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Jaelyn K. Perez
Print Name: Jaelyn K. Perez

Danny L Hill
PRINT NAME: DANNY L HILL

Print Name: _____

PRINT NAME: _____

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me on the 10th day of May, 2002 by Danny Hill who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY SEAL:

Debra M. Chatman
NOTARY PUBLIC, STATE OF FLORIDA
Debra M. Chatman
Print Name



Debra M. Chatman
MY COMMISSION # CC97898 EXPIRES
October 31, 2004
BONDED TRISTAR FINANCIAL, INC.

(Commission Number) _____

GBL/jrm
l:realest/cra/mtgedeed
99-1776

CANAL POINTE, PHASE II FUNDING SOURCE: HOME/STATE

PROMISSORY NOTE
FOR DEFERRED PAYMENT LOAN

OWNER: **Danny Hill, a single man**

PROPERTY ADDRESS: 1538 N.W. 7th Lane
Pompano Beach, Florida

THIS IS NOT AN OFFICIAL COPY

TAX FOLIO NO.: 8226 41 0470

PLACE EXECUTED: Broward County
DATE EXECUTED: May 13, 2002

LEGAL DESCRIPTION

Lot 4 and the South 1/2 of Lot 5, Block B, "Pompano Beach Community redevelopment Agency Plat thereof as recorded in Plat Book 156, Page 36 of the Public Records of Broward County, Florida aka 1538 N.W. 7th Lane, Pompano Beach, FL 33060

\$15,000.00 Maximum

FOR VALUE RECEIVED, the undersigned Borrower(s) jointly and severally promise(s) to pay to the order of the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), or its successors and assigns (herein called "Lender"), the maximum principal sum of **Fifteen Thousand Dollars and no/100 (\$15,000.00)**, or such lesser amount as may be endorsed on this note on behalf of lender, which is a loan in the form of a Deferred Payment Loan-to-Grant.

Deferred Payment Loan-to-Grant is payable at zero percent (0%) interest for ten (10) years, which decreases at the rate of 1/120 of its value each month so that the sum will be completely forgiven in a ten (10) year term, providing there is no default. If the mortgagor properly cares for and maintains the subject property for the ten (10) year term, the loan balance will be forgiven. However, the principal of this Note is payable upon the transferring of title to the property that is used to secure this Note from the person(s) signing this Note to any other person(s), or upon the termination of occupancy of the subject property securing this Note for three (3) consecutive months by all of the person(s) signing this Note.

In the event, the whole indebtedness remaining unpaid shall, at the option of the holder, become immediately due, payable and collectable, and this Note and deferred interest shall bear interest at the compounded monthly rate of six percent (6%) per annum. Failure of the Lender to

CANAL POINTE, PHASE II FUNDING SOURCE: HOME/STATE

exercise such option shall not constitute a waiver of such default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower hereby agrees to pay Lender's costs and expenses of collection, including reasonable attorney's fees and court costs. The determination of proper care and maintenance of the subject property and of termination of occupancy will be made solely by the Lender.

THIS NOTE is secured by a Mortgage duly filed for record in Broward County, Florida.

If the Borrower shall default in the payment of a first mortgage on the property which secures this Note, and the mortgage holder commences foreclosure on that first mortgage, the entire balance on this Loan/Grant shall become due and payable.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor. The Borrower hereby waives, to the extent permitted by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned Borrower(s) as of the date shown above.

Danny L Hill
DANNY L HILL
PRINT NAME

GBL/jrm
l:realest/cra/pnote1
99-1779