Memorandum MIAMI-DADE COUNTY

Date: March 18, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 14(A)(6)

From: George M. Burgess
County Manager

Subject: Resolution Accepting Conveyance of a Property Interest for Road Purpose to Miami-Dade County, Florida

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Recommendation
The attached instrument is being forwarded in one (1) Resolution for Commission acceptance.

Scope
The property being conveyed is located within Commission District 9 and is thereby listed below.

Fiscal Impact/Funding Source
There is no fiscal impact to the County associated with this item.

Track Record/Monitor
Not Applicable.

Background
This right-of-way dedication is being obtained to fulfill land development requirements. The individual site is listed below outlining the specific requirement for the site.

	GRANTOR	INSTRUMENT	LOCATION	REMARKS
1.	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA	RWD*	Portions of SW 187 Avenue starting approximately 662 feet south of SW 376 Street north to approximately 665 feet north of SW 376 Street; SW 376 Street from SW 184 Avenue to SW 187 Avenue; SW 184 Avenue starting approximately 662 feet south of SW 376 Street north to approximately 665 feet north of SW 376 Street and all the radius returns thereof. (District 9)	Obtained in order to satisfy a condition for division of land without plat that requires rights-of-way to be dedicated. SW 187 Avenue and SW 376 Street are not paved.

Assistant County Manager

RWD* Right-of-Way Deed

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: March 18, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(6)

Please note any items checked.

✓ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(6)
03-18-08

RESOLUTION NO. _____

RESOLUTION ACCEPTING CONVEYANCE OF A PROPERTY INTEREST FOR ROAD PURPOSE TO MIAMI-DADE COUNTY, FLORIDA

WHEREAS, the following property owner/grantor has tendered an instrument conveying to Miami-Dade County the property interest in parcel of land located within Miami-Dade County, Florida, for public purpose identified in the Manager's memorandum and the instrument of conveyance all of which is attached hereto and made a part hereof:

Property Owner's/Grantor's

1. **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**

WHEREAS, upon consideration of the recommendation of the Public Works Department, the County Commission finds and determines that the acceptance of such conveyance would be in the public's best interest,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the conveyance by the above described property owner/grantor be and the same is hereby approved and accepted, and the Director of the Public Works Department is authorized and directed to cause said instrument to be filed for record among the Public Records of Miami-Dade County, Florida; provided, however, that it is specifically understood that neither this Board nor Miami-Dade County is obligated to construct any improvements within the above described property tendered for road right-of-way.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of March, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein

Return to:
Right of Way Division
Dade County Public Works Dept.
111 N.W. First Street
Miami, Florida 33128-1970

Instrument prepared by:
Ronald A. Lisak, Attorney
1317 Winewood Blvd.
Building 2, Room 204
Tallahassee, FL 32399-0700

Folio Nos. 30-8801-000-0040;
30-7836-000-0250
User Department – Public Works

Right-of-Way Number: _____

RIGHT-OF-WAY EASEMENT DEED
TO MIAMI-DADE COUNTY

THIS EASEMENT DEED, Made this 6 day of March, A.D., 2008, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the STATE OF FLORIDA, as the Grantor, having its office and principal place of business at State of Florida Department of Environmental Protection, 3900 Commonwealth Blvd. MS 130, Tallahassee, Florida 32399, and sometimes hereinafter referred to as the **Owner**, and the **COUNTY of MIAMI-DADE**, a political subdivision of the State of Florida, as the Grantee, whose Post Office address is 111 N.W. First Street, Miami, Florida 33128-1970, and its successors in interest.

WITNESSETH:

That Grantor for and in consideration of the sum of One Dollar ($1.00) to it in hand paid the receipt whereof is hereby acknowledged, and for other good and valuable considerations, does hereby grant to Grantee and its successors in interest, and to the public, a public right-of-way easement for the purposes of a public road right-of-way and purposes incidental thereto, over, under, across, and upon the land described in **Exhibit "A"** attached hereto and made a part hereof, situate, lying and being in the County of Miami-Dade, State of Florida, subject to the following terms and conditions:

1. RESERVATION OF FEE TITLE: PROHIBITION AGAINST LIENS OR OTHER ENCUMBRANCES. Grantor reserves unto itself the fee simple title to the lands underlying this

right-of-way. Grantee acknowledges and agrees that fee simple title to the lands underlying this public right-of-way easement has been reserved by and is to be held by Grantor. Grantee shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property described in Exhibit "A" attached hereto or against any interest of Grantor therein.

2. PERPETUAL GRANT. Except as hereafter expressly provided, the public right-of-way easement herein granted is and shall be perpetual, provided that it is a condition hereof that if and when said highway shall be lawfully and permanently discontinued, the right-of-way easement herein granted shall terminate and be of no further force or effect and all authorizations granted hereunder shall cease and terminate.

3. DELEGATION of AUTHORITY. The Owner's rights, responsibilities, and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

4. USE. This public right-of-way easement shall be limited to the construction, installation, maintenance, repair, replacement, operation and control of a public highway and incidental facilities. Owner retains the right to engage in any activities on, across, or below the right –of-way area which do not unreasonably interfere with the rights hereby granted to the Grantee and the public.

Grantee shall dispose of, to the satisfaction of Grantor, all brush, materials, and refuse resulting from any clearing of the land for the uses authorized hereunder and the construction of the road right-of-way. Grantee shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the right-of-way area and the adjacent lands of the Grantor. Grantee shall clear, remove and pick up all debris, including but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of them in a satisfactory manner as to leave the work locations clean and free of any debris.

5. ASSIGNMENT. This public right-of-way easement shall not be assignable in whole or in part by the Grantee and any attempt by the Grantee to do so shall be void and of no legal effect, except that jurisdiction over the right-of-way may be transferred to the State of Florida or to a municipality in Miami-Dade County that would otherwise have jurisdiction over the road. This provision shall not, however, impair or be construed to impair, the rights of the public hereunder.

6. RIGHT OF INSPECTION. Grantor or its duly authorized agents shall have the right at any and all times to inspect this right-of-way and the works of Grantee in any matter pertaining to this public right-of-way easement.

7. NON-DISCRIMINATION. Grantee shall not discriminate against any individual or firm on the basis of race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within this right-of-way or upon lands adjacent to and used as an adjunct to this public right-of-way easement.

8. LIABILITY. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officials, officers, employees, contractors, and agents of that party. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. COMPLIANCE WITH LAWS. Grantee agrees that this public right-of-way easement is contingent upon and subject to Grantee obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules and laws of the State of Florida or the United States or any political subdivision or agency of either.

10. ARCHAEOLOGICAL AND HISTORIC SITES. Execution of this public right-of-way easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbances of archeological and historic sites on state-owned land is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historic Resources.

11. PARTIAL INVALIDITY. If any term, covenant, condition, or provision of this right-of-way shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

12. ENTIRE UNDERSTANDING. This instrument sets forth the entire understanding between the parties and shall only be amended with the prior written approval of both parties.

13. TIME. Time is expressly declared to be of essence of this public right-of-way easement.

14. RIGHT OF AUDIT. Grantee shall make available to Grantor all financial and other records relating to this right-of-way and Grantor shall have the right to audit such records at any reasonable time. This right shall be continuous until this right-of-way shall terminate. This right-of-way may be terminated by Grantor should Grantee fail to allow public access to all documents, papers, letters or other material made or received in conjunction of this right-of-way, pursuant to Chapter 119, Florida Statutes.

15. PAYMENT OF OBLIGATIONS. Grantee shall assume full responsibility and shall pay any and all liens and encumbrances on the right-of-way created or suffered by, through, or under Grantee or any contractor or agent of Grantee and all governmental taxes and assessments, if any, on the right-of-way, this instrument, or in connection with the recording of this instrument.

16. AUTOMATIC TERMINATION. This right-of-way is subject to an automatic termination by Grantor when, in the opinion of Grantor, this right-of-way is not used for the purposes outlined herein and any costs and expenses arising out of the implementation of this clause shall be borne completely, wholly, and entirely by Grantee, including attorneys' fees.

17. RECORDING. Grantee, at its own expense, shall record this fully executed instrument in its entirety in the public records of the county within which the right-of-way site is located within fourteen (14) days after receipt, and shall provide to Grantor within ten (10) days following the recordation a copy of the recorded instrument in its entirety which contains the O.R. book and pages at which the instrument is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this public right-of-way easement agreement at the option of Grantor.

18. GOVERNING LAW. This right-of-way agreement and the rights and obligations arising hereunder shall be governed by and interpreted according to the laws of the State of Florida.

19. SECTIONS AND CAPTIONS. Articles, sections, subsections and other captions contained in this instrument are for record purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this instrument or any provision thereof.

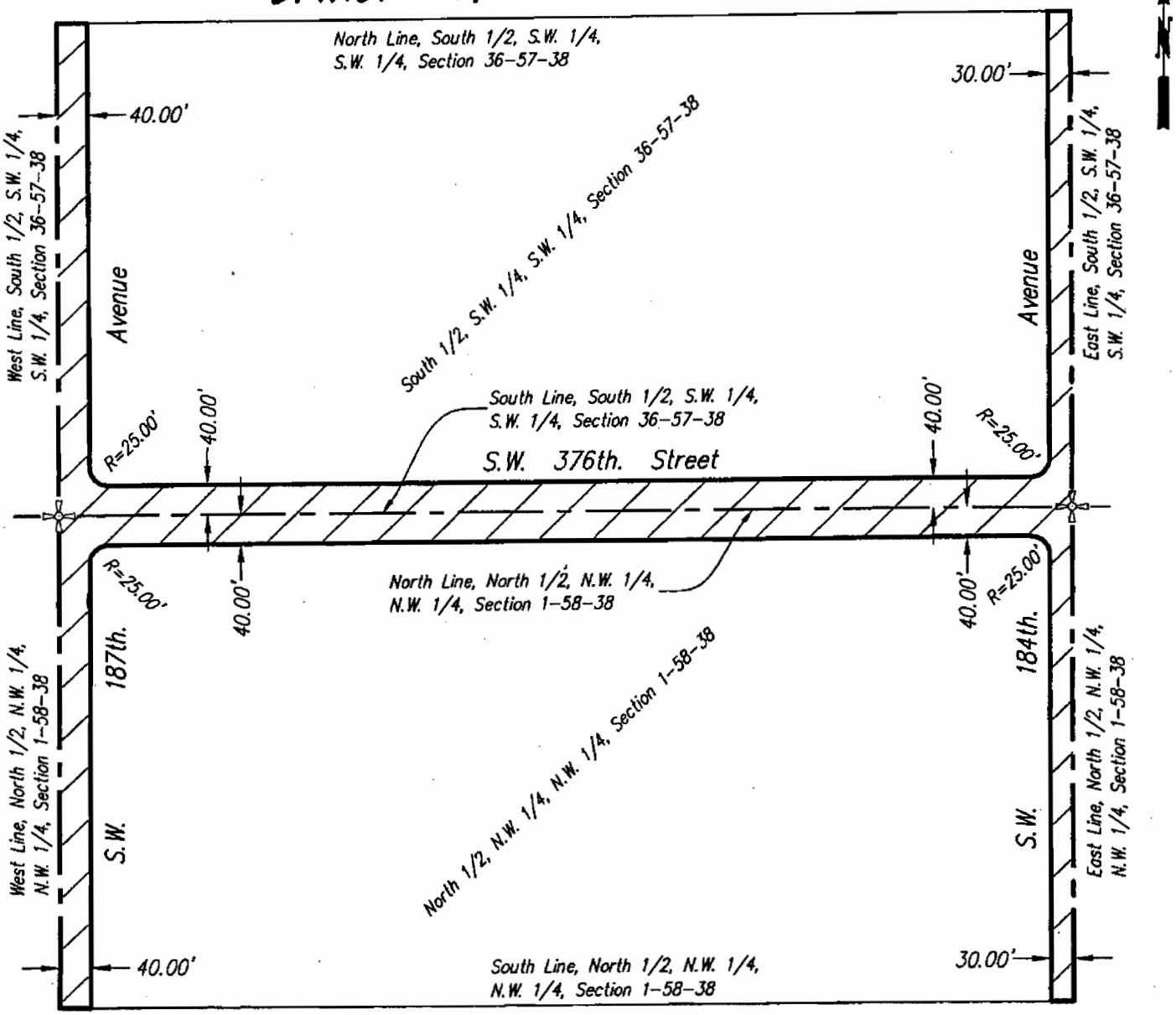
Executed as of the day and year set forth above.

The balance of this page is intentionally left blank. Signatures commence on the next page.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"

Scale: 1"=200'



NOTE:

Prepared For: The State of Florida Department of Children and Families

See Sheet 2 of 2 for Legal Description.

File:x:\proj\SD365738\GeoGroup\dwg\Right Of Way Sketch Legal

Schwebke-Shiskin & Associates, Inc. (LB-87)

LAND SURVEYORS • ENGINEERS • LAND PLANNERS • SOILS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 • DADE:(305)652-7010 BROWARD:(954)435-7010 FAX:(305)652-8284

11941 S.W. 144th. STREET MIAMI, FLORIDA 33186 • TEL:(305) 233-9210 FAX:(305)251-1183

THIS IS NOT A "LAND SURVEY".

ORDER NO.: 444612

DATE: October 26, 2006

SHEET 1 OF 2 SHEET(S)

F.B.: N.A.

PREPARED UNDER MY SUPERVISION:

MARK STEVEN JOHNSON VICE PRES.

FLORIDA PROF. LAND SURVEYOR NO. 4775

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION:

Portions of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 57 South, Range 38 East, Miami-Dade County, Florida, being more particularly described as follows:

The South 40.00 feet of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 36.

The East 30.00 feet of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 36, less the South 40.00 feet thereof.

The West 40.00 feet of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 36, less the South 40.00 feet thereof.

Together With:

The external area formed by a 25.00 foot radius arc concave to the Northwest, being tangent to a line 30.00 feet West of and parallel with, as measured at right angles to, the East line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 and being tangent to a line 40.00 feet North of and parallel with, as measured at right angles to, the South line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 36.

The external area formed by a 25.00 foot radius arc concave to the Northeast, being tangent to a line 40.00 feet East of and parallel with, as measured at right angles to, the West line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 and being tangent to a line 40.00 feet North of and parallel with, as measured at right angles to, the South line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 36.

And

Portions of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 58 South, Range 38 East, Miami-Dade County, Florida, being more particularly described as follows:

The North 40.00 feet of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 1.

The East 30.00 feet of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 1, less the North 40.00 feet thereof.

The West 40.00 feet of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 1, less the North 40.00 feet thereof.

Together With:

The external area formed by a 25.00 foot radius arc concave to the Southwest, being tangent to a line 30.00 feet West of and parallel with, as measured at right angles to, the East line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 and being tangent to a line 40.00 feet South of and parallel with, as measured at right angles to, the North line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 1.

The external area formed by a 25.00 foot radius arc concave to the Southeast, being tangent to a line 40.00 feet East of and parallel with, as measured at right angles to, the West line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 and being tangent to a line 40.00 feet South of and parallel with, as measured at right angles to, the North line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 1.

NOTE:

Prepared For: The State of Florida Department of Children and Families

File:x:\proj\SD365738\GeoGroup\dwg\Right Of Way Sketch Legal

Schwebke-Shiskin & Associates, Inc. (LB-87)

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THIS IS NOT A "LAND SURVEY".

ORDER NO.: 444612

DATE: October 26, 2006

SHEET 2 OF 2 SHEET(S)

F.B.: N.A.

PREPARED UNDER MY SUPERVISION:

MARK STEVEN JOHNSON VICE PRES.

FLORIDA PROF. LAND SURVEYOR NO. 4775

SIGNATURE PAGE TO THE RIGHT-OF-WAY EASEMENT DEED TO MIAMI-DADE COUNTY BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY

Signed, sealed and delivered in the presence of the following witnesses:

Signed: Joseph Duncan
Printed Name: Joseph Duncan

Signed: Kimi H. Landes
Printed Name: KIMI H. LANDES

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Gloria C. Barber
Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as an agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Approved as to form and Legality

By: Faith L. Heiser
Print Name: FAITH L. HEISER
DEP Attorney

Sylvia S. Roberts
Notary Public, State of Florida
Print Name:

Commission Number:

My Commission Expires:

(Seal) NOTARY PUBLIC STATE OF FLORIDA
Sylvia S. Roberts
Commission # DD468884
Expires September 6, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

CONSENT AND SUBORDINATION BY THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILY SERVICES

The State of Florida Department of Children and Family Services (the "Department"), the lessee of the subject lands under Lease Number 4508 dated as of September 26, 2005 between the Department and the Grantor, hereby consents to the above and foregoing right-of-way grant and dedication, dose hereby subordinate all of its rights, title, and interest under said lease and said lands to the rights, title, and interests of the Grantee hereunder, and agrees that all of its rights, title, and interest under said lease and said lands are subject and subordinate to the terms and conditions of the above and foregoing right-of-way grant and dedication.

Signed, sealed and delivered in the presence of the following witnesses:

Signed: _____
Printed Name Jason Dimitris

Signed: _____
Printed Name Barnaby Ray

STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILY SERVICES

By: _____
Printed Name:
Title:
Don Winstead
Deputy Secretary

ACKNOWLEDGEMENT PAGE TO THE RIGHT-OF-WAY EASEMENT DEED TO MIAMI-DADE COUNTY BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by Don Winstead, the Deputy Secretary of and acting as an agent on behalf of the State of Florida Department of Children and Family Services. He/She is personally known to me or has produced _____ as identification.

Frenchie M. Yon
Notary Public, State of Florida
Print Name: FRENCHIE M. YON

Commission Number:
My Commission Expires:

FRENCHIE M. YON
Commission DD 744707
Expires December 27, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

(Seal)

CONSENT AND SUBORDINATION BY SOUTH FLORIDA EVALUATION TREATMENT CENTER FINANCING CORPORATION

South Florida Evaluation Treatment Center Financing Corporation, the sublessee of the lands described in **Exhibit "A'** attached hereto and made a part hereof under Sublease Number 4508-01 dated as of October 1, 2005 between the Florida Department of Children and Family Services and Sublessee, hereby consents to the Right-of-Way Easement Deed form the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to Miami-Dade County of record in O.R. Book ____, commencing at Page ____ of the Public Records of Miami-Dade County, Florida (the "Right-of-Way Easement Deed"), dose hereby subordinate all of its rights, title, and interest under said sublease and said lands to the rights, title, and interests of the grantee under the Right-of-Way Easement Deed, and agrees that all of its rights, title, and interest under said sublease and said lands are subject and subordinate to the terms and conditions of the Right-of-Way Easement Deed.

Signed, sealed and delivered in the presence of the following witnesses:

Signed: David Meehan
Printed Name David Meehan

Signed: Noelle McCarthy
Printed Name NOELLE McCARTHY

SOUTH FLORIDA EVALUATION TREATMENT CENTER FINANCING CORPORATION

By: Dale W. Frick
Printed Name: Dale W. Frick
Title: President

State of Florida
County of PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of MARCH, 2008, by Dale W. Frick, the President of and acting as an agent on behalf of South Florida Evaluation Treatment Center Financing Corporation. He/She is personally known to me or has produced _____ as identification.

Denise Cataldo
Notary Public, State of Florida
Print Name: DENISE CATALANO

Commission Number: 555991

My Commission Expires:

(Seal)

DENISE CATALANO
Notary Public - State of Florida
My Comm. Expires May 23, 2010
Commission # DD 555991

SIGNATURE PAGE TO THE RIGHT-OF-WAY EASEMENT DEED TO MIAMI DADE COUNTY BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY

The foregoing was accepted, agreed to and approved on the _____ day of _____, A. D. 2008 by Resolution No. _____of the Board of County Commissioners of Miami-Dade County, Florida.

_____
Printed Name:_____
County Manager

ATTEST: HARVEY RUVIN
Clerk of said Board

By:_____

Printed Name:_____
Deputy Clerk

Approved as to form and legal sufficiency:

_____

Printed Name:_____
Assistant County Attorney