

Memorandum



Date: June 2, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Chapman Field Park Conservation Easement

Agenda Item No. 8(M)(1)(A)

Recommendation

It is recommended that the Board approve the attached resolution authorizing the granting of a conservation easement to the South Florida Water Management District for the preservation and conservation of certain lands in Chapman Field Park.

Scope

Chapman Field Park is located at 13601 Old Cutler Road, in Commission District 7. The easement will preserve natural resources within the park.

Fiscal Impact/Funding Source

The easement will not create any financial impact to Miami-Dade County.

Track Record/Monitor

The County has given conservation easements to the South Florida Water Management District in the past. The Planning and Research Division of the Park and Recreation Department (MDPR) will process the easement document for execution.

Background

MDPR is constructing new facilities to provide recreational opportunities that will benefit the community such as a canoe launch, parking lot and pedestrian paths at Chapman Field Park that impact coastal wetland resources. The South Florida Water Management District has agreed to permit these facilities in exchange for a conservation easement that will ensure the preservation in perpetuity of a portion of the natural areas within the park.

Attachments

Alex Muñoz
Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: June 2, 2009

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

SUBJECT: Agenda Item No. 8(M)(1)(A)

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 Mayor'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 8(M)(1)(A)
6-2-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE GRANTING OF A
CONSERVATION EASEMENT TO THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT FOR THE
PRESERVATION AND CONSERVATION OF LANDS IN
CHAPMAN FIELD PARK

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the County, through its Park and Recreation Department, in order to benefit the community, is constructing recreational improvements in Chapman Field Park that impact coastal wetland resources; and

WHEREAS, the South Florida Water Management District is willing to permit these Improvements, in exchange for a conservation easement for a portion of the park, and said easement will not adversely impact natural resources or the park facilities and uses,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the granting of a conservation easement for a portion of Chapman Field Park to the South Florida Water Management District in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to take appropriate actions to accomplish same, and authorizes the County Mayor or County Mayor's designee to execute the easement, same for and on behalf of Miami-Dade County, upon approval by the County Attorney's Office.

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:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2009. 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.

MR

Monica Rizo

Attachment 1

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

DEED OF CONSERVATION EASEMENT

Return recorded document to:
South Florida Water Management District
3301 Gun Club Road, MSC 4210
West Palm Beach, FL 33406

THIS DEED OF CONSERVATION EASEMENT is given this
_____ day of _____, 20_____, by

_____ ("Grantor")
whose mailing address is

to the South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in
_____ County, Florida, and more specifically
described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct
_____ ("Project") at a site in
_____ County, which is subject to the regulatory
jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. _____ ("Permit")
authorizes certain activities which affect waters in or of the State of Florida; and

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WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes, over the area described on Exhibit "B" ("Conservation Easement").

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in this Conservation Easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, or other activities described herein that are permitted or required by the Permit, the following activities are prohibited in or on the Conservation Easement:

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- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- e. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;
- g. Acts or uses detrimental to such aforementioned retention of land or water areas;
- h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. Property Taxes. Grantor shall keep the payment of taxes and assessments on the Easement Parcel current and shall not allow any lien on the Easement Parcel superior to this Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantee may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantee for the amount paid by the Grantee, together with Grantee's reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event the Grantor does not so reimburse the Grantee, the debt owed to Grantee shall constitute a lien against the Easement Parcel which shall automatically relate back to the recording date of this

Easement. Grantee may foreclose this lien on the Easement Parcel in the manner provided for mortgages on real property.

8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in _____ County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; and all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; and that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

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IN

WITNESS

WHEREOF,

(Grantor) has hereunto set its authorized hand this _____ day of _____, 20_____.

a Florida corporation

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

) ss:

COUNTY OF _____

On this _____ day of _____, 20_____ before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, and acknowledged that he/she executed the same on behalf of said corporation and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

Name: _____
(Print)

My Commission Expires: _____

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged,

_____,
the owner and holder of a mortgage dated _____,
in the original principal amount of \$ _____, given
by _____

("Grantor") to _____
("Mortgagee"), encumbering the real property described on Exhibit "A" attached hereto
("Property"), which is recorded in Official Records Book
_____, at Page _____,
(together with that certain Assignment of Leases and Rents recorded in Official Records
Book _____, at Page
_____ and those certain UCC-1 Financing Statement(s) recorded
in Official Records Book _____,
at Page _____), all of the Public Records of
_____ County, Florida (said
mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as
modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and
subordinates the lien of its Mortgage, as it has been, and as it may be, modified,
amended and assigned from time to time, to the foregoing Conservation Easement,
executed by _____,
in favor of the South Florida Water Management District applicable to the Conservation
Easement, as said Conservation Easement may be modified, amended and assigned
from time to time, with the intent that the Mortgage shall be subject and subordinate to
the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is
made this _____ day of _____,
20_____.

By: _____
(Signature) (Mortgagee)

Name: _____
(Print)

Title: _____

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

day of _____, 20_____, by

_____ (print name),

as _____ (title)

of _____

(Grantor of Mortgage), on behalf of the

_____ (Mortgagee,

Grantor of the Conservation Easement). He/She is personally known to me or has

produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

Name: _____

(Print)

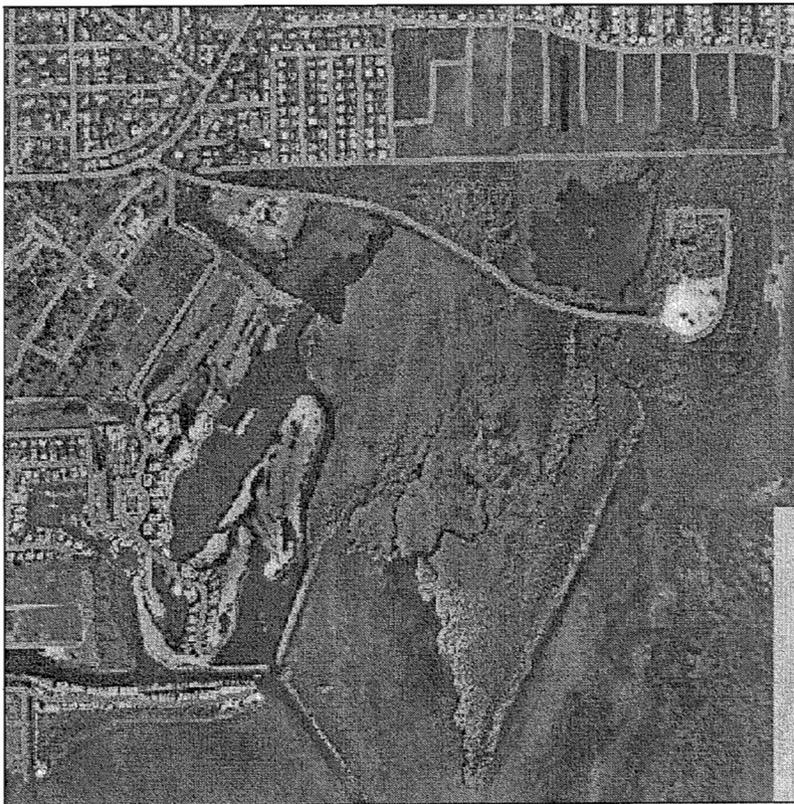
My Commission Expires: _____

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Digital Orthophotography - 2007

0 — 840 ft

This map was created on 12/11/2008 3:29:54 PM for reference purposes only.

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Close

Summary Details:

Folio No.:	03-5024-001-0030
Property:	13600 OLD CUTLER RD
Mailing Address:	MIAMI-DADE COUNTY PARKS & RECREATION DEPT 275 NW 2 ST STE 342 MIAMI FL 33128-1741

Property Information:

Primary Zone:	8600 CIVIC AND CONVENTION CENTER
CLUC:	0047 DADE COUNTY
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	6,662
Lot Size:	570 ACRES
Year Built:	1976
Legal Description:	24 55 40 569.734 M/L AVOCADO LAND C0 PB 2-44 BEG NE COR OF SEC 55.40-24 TH W 2336.54FT M/L S576.43FT SELY 553FT M/L SWLY 1754.21FT

Sale Information:

Sale O/R:	
Sale Date:	0/0
Sale Amount:	\$0

Assessment Information:

Year:	2008	2007
Land Value:	\$10,790,180	\$10,790,180
Building Value:	\$381,305	\$599,295
Market Value:	\$11,171,485	\$11,389,475
Assessed Value:	\$11,171,485	\$11,389,475

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$11,171,485/ \$0	\$11,389,475/ \$0
County:	\$11,171,485/ \$0	\$11,389,475/ \$0
City:	\$11,171,485/ \$0	\$11,389,475/ \$0
School Board:	\$11,171,485/ \$0	\$11,389,475/ \$0

sfwmd.gov

ROBAYNA

AND ASSOCIATES INC.

ENGINEERS, PLANNERS, SURVEYORS

6829 NW 159th STREET

MIAMI LAKES, FL 33014

PH. (305) 823-9316 LB#5004

LEGAL DESCRIPTION FOR CONSERVATION EASEMENT:

A description of the perimeter of a portion of the mitigation area located in section 24 township 55E range 40E dade county, Florida, more particularly described as follows; commence at the N1/4 corner of section

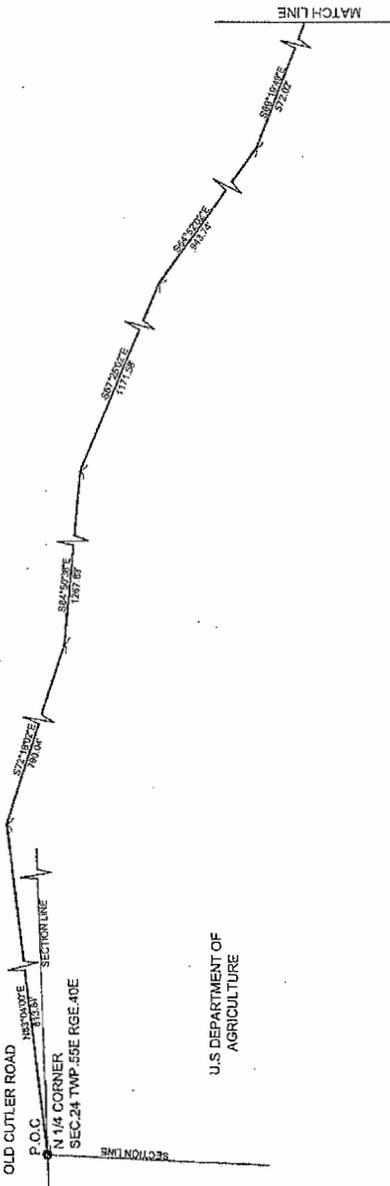
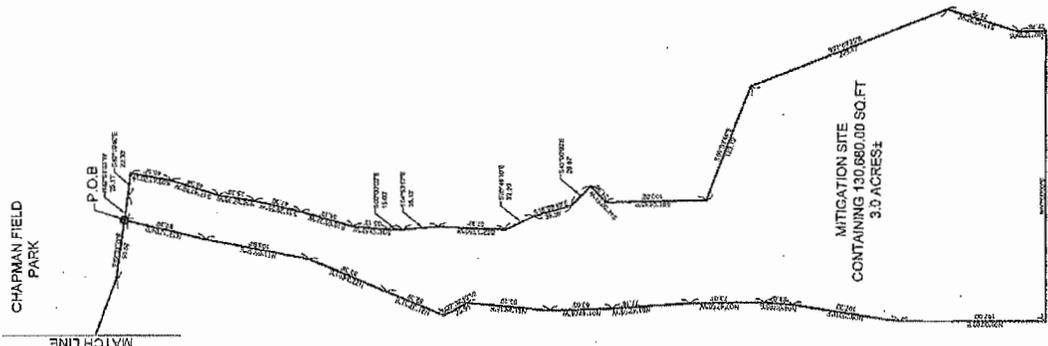
24 township 55E range 40E,
thence N83°04'00"E 813.84'
thence S72°18'02" E 790.04'
thence S84°50'38"E 1267.83'
thence S67°25'02"E 1171.58'
thence S54°52'02" E 943.54'
thence S69°19'49"E 572.02'
thence S82°01'33" E 59.50'
to the Point of beginning,

thence S13°12'04" W 82.30'
thence S11°05'37"W 103.94'
thence S22°34'01"W 83.38'
thence S21°37'51"W 62.39'
thence S27°33'10" E 25.94'
thence S04°49'15" W 83.29'
thence S01°49'06"E 63.03'
thence S03°42'55"E 77.16'
thence S00°47'05" E 73.01'
thence S04°05'08"W 28.07'
thence S08°35'01" W 107.20'
thence S00°00'00"E 146.26'
thence N90°00'00"E 292.05'
thence N02°12'09"W 27.28'
thence N17°42'57"E 75.58'
thence N22°09'25"W 209.47'
thence N69°03'46"W 123.13'
thence N01°08'45"W 100.02'
thence N46°50'51"E 21.93'
thence N45°00'00"W 26.87'
thence N16°08'40"W 39.56'
thence N25°46'10" W 32.20'
thence N02°33'50"E 67.07'
thence N04°53'57"W 35.13'
thence N00°00'00"E 15.00'
thence N04°53'57"E 35.13'
thence N16°05'27"E 54.12'
thence N13°26'55"E 47.30'
thence N08°07'48"E 35.36'
thence N17°42'02"E 49.34'
thence N09°41'20"E 40.57'
thence N83°10'40"W 22.33'
thence N82°01'33"W 25.11'

to the point of beginning containing 130680.00 sq. ft. 3.0 acres +-



ROBAYNA
 AND ASSOCIATES INC.
 ENGINEERS, PLANNERS, SURVEYORS
 5829 NW 158th STREET
 MIAMI LAKES, FL 33014
 PH. (305) 893-9316 19#6004



CHAPMAN FIELD PARK

U.S. DEPARTMENT OF AGRICULTURE

BY: *[Signature]* FOR THE FIRM
 JOSE L. RIVERA, JR. P.S.M. # 6885
 STATE OF FLORIDA
 DATE: 11-17-08

SURVEYOR'S NOTES:
 THE PURPOSE SURVEY IS TO ILLUSTRATE THE LEGAL DESCRIPTION, NEWLY CREATED ON THIS DATE BY THE UNDERSIGNED AND SHOWN BELOW IT IS NOT A SURVEY OF THE LANDS BEING DESCRIBED HEREIN.
LEGEND:
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING

Attachment 2



MIAMI-DADE COUNTY
PARK AND RECREATION DEPARTMENT
CHAPMAN FIELD PARK

