

**MEMORANDUM**

Agenda Item No. 8(R)(1)(B)

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**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 7, 2011

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

**SUBJECT:** Resolution authorizing the execution  
of a Non-Exclusive Grant of  
Easement to the City of Miami for the  
construction of stormwater drainage  
improvements on property located at  
1094 N.W. North River Drive

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The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/cp

**Date:** July 7, 2011

**To:** Honorable Chairman Joe A. Martinez and Members,  
Board of County Commissioners

**From:** Alina T. Hudak   
County Manager

**Subject:** Authorizing the execution of a grant of easement to the City of Miami for construction of stormwater drainage improvements

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**RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve and adopt the attached resolution authorizing the execution of a grant of easement to the City of Miami for the construction of stormwater drainage improvements.

**SCOPE OF AGENDA ITEM**

This agenda item is a grant of easement for stormwater drainage improvements in the City of Miami for property located in Commission District 3.

**FISCAL IMPACT/FUNDING SOURCE**

There is a positive fiscal impact of \$10 to the County. Pursuant to Resolution R-530-10 adopted by the Board on May 4, 2010: 1) there is a one-time payment in the amount of \$10 from the City of Miami to the County for the easement, 2) a funding source is not required as the County is the recipient of a one-time payment of \$10 from the City of Miami, and 3) there is no fiscal impact to the County's current budget or to future annual budgets.

**TRACK RECORD/MONITOR**

WASD Real Estate Manager will record the grant of easement document in the public records of Miami-Dade County.

**BACKGROUND**

The City of Miami has requested a grant of easement for property used by Miami-Dade Water and Sewer Department (WASD) and owned by Miami-Dade County. The property is located at 1094 N.W. North River Drive. The City of Miami will use the easement for the construction of stormwater drainage improvements and will be responsible (1) for any damage to the property outside of the boundaries of the easement and (2) for the restoration of the property to its original condition upon completion of the improvements.

If the City of Miami does not comply with any term, covenant or condition of the attached Grant of Easement, the said easement shall automatically cease and revert with the right of immediate possession and right of entry to the County.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 7, 2010

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

**SUBJECT:** Agenda Item No. 8(R)(1)(B)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(R)(1)(B)  
7-7-11

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE GRANT OF EASEMENT TO THE CITY OF MIAMI FOR THE CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS ON PROPERTY LOCATED AT 1094 N.W. NORTH RIVER DRIVE

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby authorizes the execution of a Non-Exclusive Grant of Easement to the City of Miami for the construction of stormwater drainage improvements on County-owned property located at 1094 N.W. North River Drive, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County, Florida.

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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of July, 2011. 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.

SED

Sarah E. Davis

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Folio No. 01-3135-026-0291  
Prepared by and after recordation return to:  
City of Miami  
Office of Miami City Attorney Julie O. Bru, Esq.  
444 S.W. 2<sup>nd</sup> Avenue, Suite 945  
Miami, Fl 33130

### **GRANT OF EASEMENT**

THIS INDENTURE, made this \_\_\_ day of \_\_\_\_\_, 2011, between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, (hereinafter called "GRANTOR"), and THE CITY OF MIAMI, a municipal corporation of the State of Florida, and whose mailing address is c/o City of Miami, 3500 Pan American Drive Miami, FL 33133, hereinafter called ("GRANTEE");

### **WITNESSETH:**

THAT, the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by the GRANTOR, has granted and does hereby grant to the GRANTEE, its successors and assigns, forever, the right and privilege of a non-exclusive stormwater drainage easement on the property of the GRANTOR, shown and described on EXHIBIT "A" attached hereto and made a part hereof, (hereinafter called the "EASEMENT") to construct, install, operate and inspect stormwater drainage facilities, and all appurtenances thereto, including but not limited to outfall, stormwater treatment structures, drainage pipe transmission and collection facilities and all appurtenant equipment (hereinafter called the "FACILITIES"), with the right to reconstruct, improve change and remove all or any of the FACILITIES within the EASEMENT, with the full right of ingress thereto and egress there from on the express condition that it is used for the express purposes provided herein;

The GRANTEE shall regulate the installation and future operations of the FACILITIES so as not to conflict with normal operations of the GRANTOR; however, the GRANTEE shall have full right to enter upon the EASEMENT at any time when normal operations or emergency repairs of the FACILITIES are required.

By acceptance of this instrument, the GRANTEE agrees to indemnify and hold harmless the GRANTOR from all and against all suits, claims, judgments, and all loss, damage, costs or charges including attorney's fees and court costs arising directly or indirectly from the installation or maintenance, repair, use or existence of the GRANTEE'S FACILITIES within the EASEMENT. The GRANTEE acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. GRANTEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions in the name of the GRANTOR, where applicable, including appellate proceedings, arising solely out of the negligence of GRANTEE, its officers, agents and instrumentalities, and shall pay all costs, judgments, and attorney's fees which may issue thereon, to the extent provided and allowed by Section 768.28, Florida Statutes. This indemnification shall survive any cancellation of this agreement.

Any contractors utilized by the GRANTEE in connection with activities undertaken in connection with this stormwater drainage EASEMENT shall indemnify and name additional insured

the GRANTOR and the GRANTEE for the negligence of the contractor and its subcontractors in connection with any activities undertaken on the EASEMENT Parcel. The GRANTEE is self-insured in accordance and subject to the stipulations as set forth in Section 768.28, Florida Statutes. GRANTEE will provide GRANTOR a statement of self-insurance for self insurance reserves equivalent to having commercial general liability, auto liability, and statutory workers' compensation coverage for the State of Florida and shall also provide the GRANTOR a copy of the contractors insurance prior to the start of construction.

The GRANTOR shall be given written notice and the opportunity by the GRANTEE to attend all preconstruction meetings on installation work of the FACILITIES within the EASEMENT and shall be notified in writing ten (10) days in advance of the actual start of construction within the EASEMENT. It is further understood and agreed by and between the parties hereto that GRANTOR reserves itself, its heirs and assigns, all other rights not specifically granted herein, and the right to construct other improvements which do not hinder the operation of the FACILITIES by the GRANTEE on an ongoing basis.

The GRANTEE shall be held responsible for any damage to adjacent property as a result of the installation and future operation of the FACILITIES, and further, shall restore all pavements, sidewalks, curb and gutter, existing utilities, and landscaping to a condition acceptable to the GRANTOR.

The GRANTOR requires the GRANTEE to encase the GRANTOR's 30-inch water main within the EASEMENT of the planned improvements to the stormwater drainage facilities. The GRANTEE shall submit the plans to the GRANTOR for approval and submit proof of all required permits prior to the start of construction.

The GRANTEE, during the course of installation and future operation of the FACILITIES shall not encroach beyond the boundaries of the EASEMENT or any other easement that may be granted by the GRANTOR. Should the EASEMENT be abandoned or discontinued by law or otherwise, or no longer of use for the purposes provided herein or if the GRANTEE does not comply with any term, covenant, or condition of this instrument, the said EASEMENT shall automatically cease and revert with the right of immediate possession and right of entry to the GRANTOR or its successors in interest.

The GRANTOR does hereby affirm that it has full power and authority to grant this EASEMENT and GRANTEE accepts the property in "as is" condition. The GRANTEE agrees to return the property to the "as is" condition upon completion of the stormwater drainage improvements.

All notices, requests, consents and other communications required or permitted under this EASEMENT shall be in writing (including telex and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO GRANTEE:  
City of Miami  
City Manager  
3500 Pan American Drive  
Miami, FL 33133

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WITH COPIES TO:  
City of Miami  
City Attorney  
444 SW 2<sup>nd</sup> Avenue, Suite 945  
Miami, FL 33130

City of Miami  
Director of Public Facilities,  
444 SW 2<sup>nd</sup> Avenue, Suite 325  
Miami, FL 33130

TO GRANTOR:  
Miami-Dade Water and Sewer Department  
c/o Director  
3071 SW 38<sup>th</sup> Avenue, Fifth Floor  
Miami, FL 33146

WITH COPIES TO:  
County Attorney  
111 NW First Street, Suite 2810  
Miami, Florida 33128

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date telecommunicated if by telegraph; (3) on the date of transmission with confirmed receipt if by telex, telefax or other telegraphic method; (4) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (5) one day after mailing by any form of overnight mail service.

(The rest of this page is intentionally left blank)

IN WITNESS WHEREOF, the GRANTOR herein has caused these presents to be executed in its name on the day and year first above written. Attestation of this EASEMENT by the Miami-Dade County Clerk shall constitute evidence of approval by Miami-Dade County.

ATTEST:

MIAMI-DADE COUNTY:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
County Mayor

ATTEST:

CITY OF MIAMI

By: *Quicilla P. Thompson*  
(SEAL) City Clerk  
3-22-11

By: *WECZ*  
City Manager

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

*Swade E. Givens Davis 5/6/11*  
Assistant County Attorney

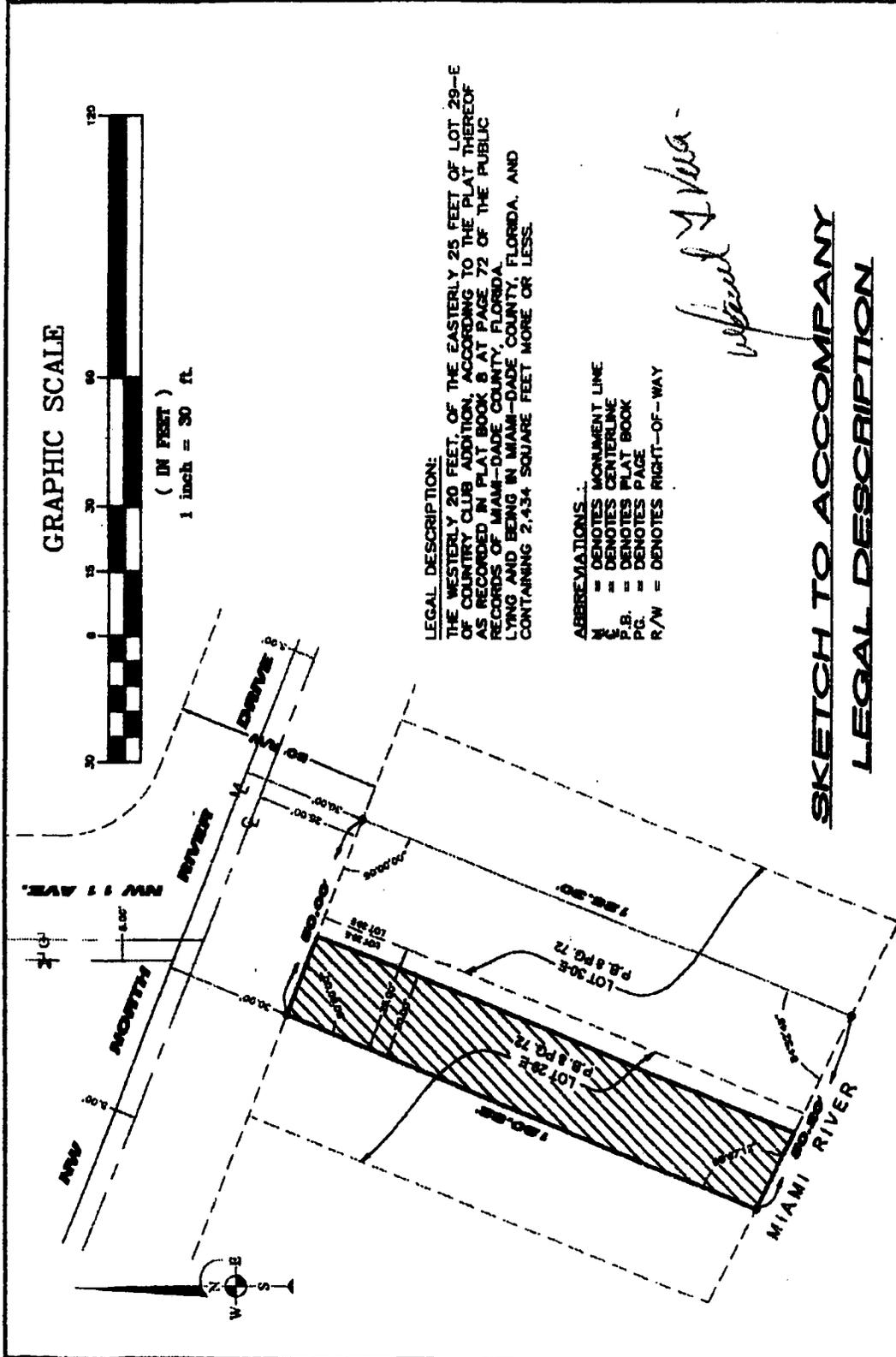
*Karisa J. Pearson*  
City Attorney for City of Miami *RJR*

Approved as to Insurance Requirements:

*[Signature]*  
Gary Reshefsky, Director  
Risk Management Department

# Exhibit A

1094 N.W. North River Drive



**LEGAL DESCRIPTION:**  
 THE WESTERLY 20 FEET, OF THE EASTERLY 25 FEET OF LOT 29--E OF COUNTRY CLUB ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8 AT PAGE 72 OF THE PUBLIC RECORDS OF MIAM-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAM-DADE COUNTY, FLORIDA, AND CONTAINING 2,434 SQUARE FEET MORE OR LESS.

- ABBREVIATIONS:**
- M = DENOTES MONUMENT LINE
  - C = DENOTES CENTERLINE
  - P.B. = DENOTES PLAT BOOK
  - PG. = DENOTES PAGE
  - R/W = DENOTES RIGHT-OF-WAY

*Manuel G. Vera*

## SKETCH TO ACCOMPANY LEGAL DESCRIPTION

<b>MANUEL G. VERA &amp; ASSOCIATES, INC.</b>		SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
ENGINEERS • SURVEYORS • MAPPERS		GREENFIELD GARDENS	
13960 SW 47th Street Miami, FL 33175 • Phone (305) 221-4210		PROPOSED DRAINAGE EASEMENT	
P.O. BOX 650578 • Miami, FL 33265 • Fax (305) 221-1265		DATE	SCALE
www.ngvera.com • e-mail: staff@ngvera.com		08-18-2009	AS SHOWN
LB 2430		DRAWN BY	PAGE
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