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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 1, 2008

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

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

From: George M. Burgess
County Manager

Resolution No. R-764-08

Subject: Resolution granting a flowage and inundation easement consisting of 187 acres of land to the South Florida Water Management District for the District's Biscayne Bay Coastal Wetlands Phase 1 Project and authorizing the County Mayor or his designee to execute said easement

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RECOMMENDATION

It is recommended that the Board of County Commissioners adopt the attached resolution granting the South Florida Water Management District a flowage and inundation easement for the Biscayne Bay Coastal Wetlands Phase 1 Project and authorizing the County Mayor or his designee to execute said easement.

SCOPE OF AGENDA ITEM

The location of this project, south of SW 232nd Street and east of 87th Avenue, is in Commission District 8. The project will have a countywide effect as it will provide environmental benefits to Biscayne Bay which impacts the entire County.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact as the County is not relinquishing ownership of this property (Folio No. 30-6022-000-0010 sketch attached).

TRACK RECORD/MONITOR

The Miami-Dade Water and Sewer Department's Real Estate Manager will track compliance of this flowage and inundation easement.

BACKGROUND

The District is currently in the design and permitting phase of the Biscayne Bay Coastal Wetlands Phase 1 Project. The project's objective is to restore the quantity, quality, timing and distribution of fresh water flows to Biscayne Bay and Biscayne National Park. To accomplish this task, the District needs access to 187 acres of coastal wetlands property owned by the County, located south of SW 232nd Street and east of 87th Avenue. Current state and county restrictions do not allow the development of this property since it is located within the project boundaries of the Comprehensive Everglades Restoration Plan. The District will utilize the property as a flowage easement to redistribute freshwater flows from a spreader canal which they will construct. The freshwater flows will serve to enhance the ecological health of Biscayne National Park.

The County and District will engage in good faith negotiations to consider properties available for the County to use in connection with future water reclamation projects.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: July 1, 2008

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

SUBJECT: Agenda Item No. 8(R)(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 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. 8(R)(1)(A)
7-1-08

RESOLUTION NO. **R-764-08**

RESOLUTION APPROVING A FLOWAGE AND INUNDATION EASEMENT IN FAVOR OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAID EASEMENT

WHEREAS, Miami-Dade County supports the Comprehensive Everglades Restoration Plan, Biscayne Bay Coastal Wetlands Project (the "Project"); and

WHEREAS, the South Florida Water Management District (SFWMD), as part of the Project, is in need of certain property owned by the County for use in connection with the rehydration of coastal wetlands; and

WHEREAS, the County may be in need of property owned by the SFWMD for use in connection with the County's water reclamation projects; and

WHEREAS, in consideration of granting this easement, the SFWMD has agreed to engage in good faith negotiations with the County to consider conveying available property owned by SFWMD to the County for its water reclamation projects in exchange for the easement property and other available County property,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby approves a Flowage and Inundation Easement in favor of the South Florida Water Management District, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute said easement.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Katy Sorenson** and upon being put to a vote, the vote was as follows:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

This instrument prepared by/return to:
South Florida Water Management District
3301 Gun Club Road, P. O. Box 24680
West Palm Beach, FL 33416-4680

Project: BBCW
Tract: TA500-130

FLOWAGE AND INUNDATION EASEMENT

THIS FLOWAGE AND INUNDATION EASEMENT is made this ___ day of _____, 2008, by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, its successors and assigns, whose mailing address is 111 NW First Street, Miami, Florida 33128, hereinafter referred to as the "Grantor", in favor of the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, and its successors and assigns, hereinafter referred to as the "Grantee", with its principal office at 3301 Gun Club Road, West Palm Beach, Florida.

WITNESSETH:

WHEREAS, a purpose of the Comprehensive Everglades Restoration Plan, Biscayne Bay Coastal Wetlands Project (hereinafter, the "Project") is the rehydration of coastal wetlands; and,

WHEREAS, the Grantee is in the need of certain property owned by the Grantor for use in connection with the rehydration of coastal wetlands; and

WHEREAS, the Grantor may be in need of property owned by Grantee for use in connection with Grantor's water reclamation projects; and

WHEREAS, the Grantor and Grantee intend to engage in good faith negotiations, which may involve using the value of the premises defined in this Easement as a portion of the consideration for such other available lands owned by Grantee as the Grantor may be in need of for its water reclamation projects.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey to the Grantee, a flowage and inundation easement (hereinafter referred to as the "Easement") with respect to the real property described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises").

The recitals set forth above are true and correct and are hereby incorporated herein by this reference.

This Easement grants to Grantee the unrestricted right to regularly, or at any time, and for any length of time overflow, flood, inundate and/or flow water on, across, and through the Premises, for the purpose of the rehydration of coastal wetlands and/or in connection with the Project.

The Premises shall at no time be obstructed by any object or activity which would in any manner interfere with the purposes of this Easement.

This Easement may be assigned in whole or in part by the Grantee for use in connection with any of the purposes above mentioned, but only to an agency of the Sate of Florida or the United States of America. All the covenants, terms, and agreements herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, and assigns.

Grantee acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. To the extent permitted by law, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Grantee shall defend, indemnify and hold Grantor harmless from any and all claims, liability, losses, expenses and causes of action, including but not limited to reasonable attorney's fees and costs, which may arise out of the Grantee's own negligence in connection with this Agreement. The foregoing indemnification shall neither alter the Grantee's waiver of sovereign immunity nor extend the Grantee's liability beyond the limits established in Section 768.28, Florida Statutes. Furthermore, the foregoing indemnification shall not be construed to constitute agreement by the Grantee to indemnify Grantor for Grantor's negligent or willful acts or omissions.

This Easement shall remain in effect in its current form until modified by the parties or the Grantor and Grantee exchange properties which includes the Premises.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the proper use, benefit and behoof of the Grantee, its successors or assigns, forever.

AND the Grantor herby confirms it has the power and authority to convey this Easement.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, this Easement has been executed by the Grantor whose hand and seal is affixed hereto, the date first above written.

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

_____
WITNESS SIGNATURE

_____
PRINT NAME

By: _____

_____
Its: County Mayor

_____
WITNESS SIGNATURE

_____
PRINT NAME

(Corporate Seal)

ATTEST:

_____
Clerk

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this day personally appeared before me _____ and _____, Chairperson and Clerk, respectively, of Miami-Dade County, a political subdivision of the State of Florida, to me known to be the persons described in and who executed the foregoing easement deed and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at _____ in the State and County aforesaid, this _____ day of _____, 2008

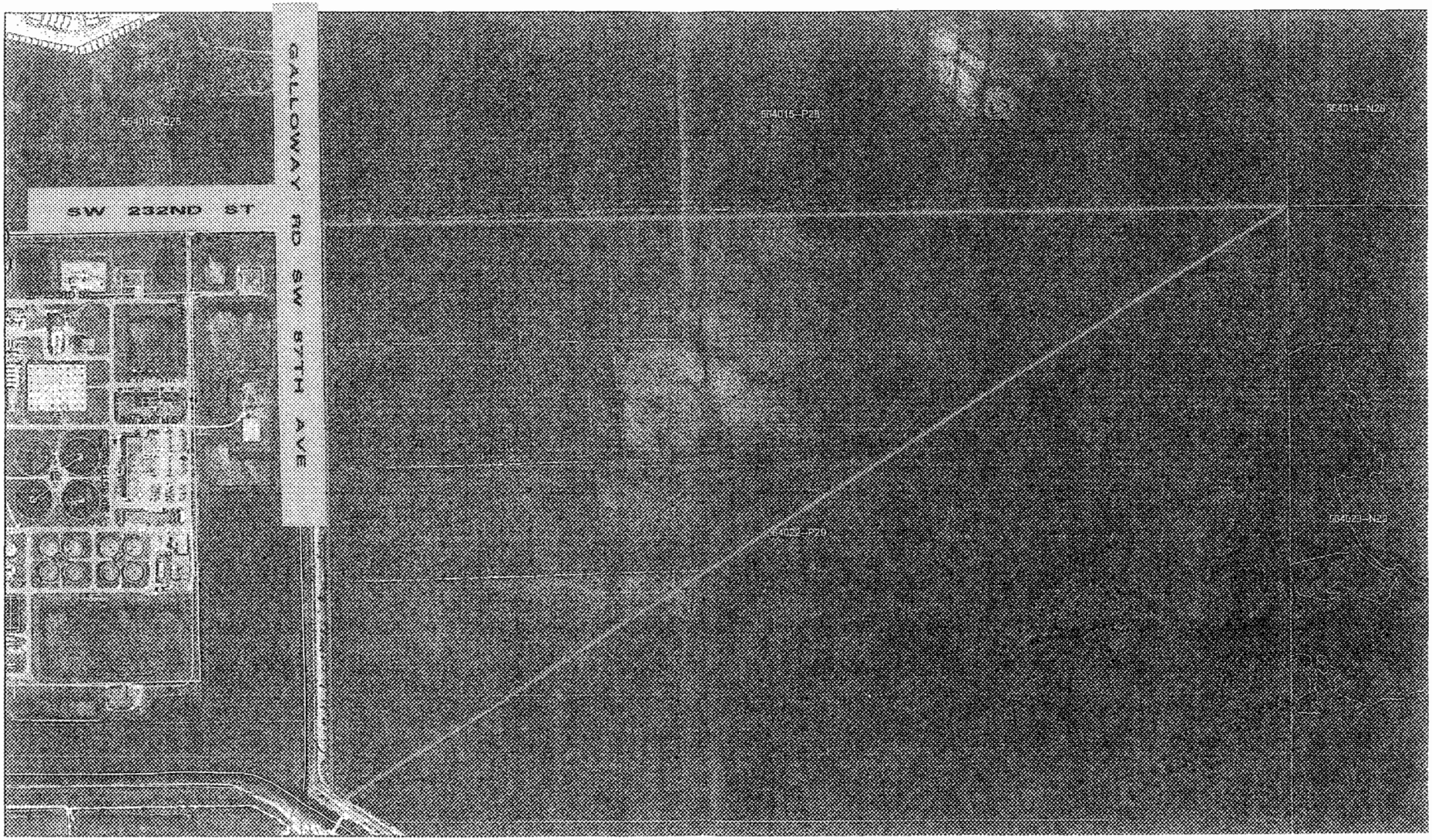
Exhibit "A"
Tract No. TA-500-130

All that portion of land in Section 22, Township 56 South, Range 40 East, Miami-Dade County, Florida, known as Lot 1, Lot 2, and Lot 3 of said Section 22, LESS a portion of Black Creek Canal and LESS 125 feet wide levee canal right-of-way, being more particularly described as follows:

> Begin at the NW corner of said Section 22; thence, North 88°55′02″ East along the North line of Section 22 a distance of 2662.37 feet to the North ¼ corner of said Section 22; thence, North 89°11′45″ East along the North line of Section 22, a distance of 2725.72 feet to the NE corner of said Section; thence, South 58°22′59″ West a distance of 6262.18 feet to a point on the West line of the SW ¼ of said Section 22; thence, North 00°58′22″ West along the West line of said SW ¼ of Section 22 a distance of 532.66 feet to the West ¼ corner of said Section 22; thence, North 00°58′47″ West along the West line of the NW ¼ of said Section 22 for a distance of 2662.11 feet to the POINT OF BEGINNING. LESS the Black Creek Canal right-of-way thereof and LESS the 125 feet wide levee canal right-of-way.

Containing 187.44 acres, more or less, per deed.

LEGAL DESCRIPTION
September 19, 2007
C.G.

Biscayne Bay Coastal Wetlands\Miami-Dade County
Folio: **3060220000010**
ORB: 14105, Pg 539-A
R:\legals\biscayne-bay-coastal\500-130.lgl.doc
September 19, 2007

SKETCH FOR PROPERTY 306022000010