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

Memorandum

MIAMI-DADE COUNTY

Date: June 2, 2009

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

Agenda Item No. 8(F)(1)(E)

From: George M. Burgess
County Manager

Resolution No. R-667-09

Subject: Resolution Authorizing the Conveyance of an Easement to the Beacon Tradeport Community Development District for County property located at 11500 N.W. 25th Street, and an adjacent parcel of vacant land

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RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the conveyance of an easement to the Beacon Tradeport Community Development District for the installation and maintenance of an underground irrigation system and the installation and maintenance of landscaping improvements, located at 11500 NW 25 street, and an adjacent vacant parcel of land, surrounding the site of the Miami-Dade County Lightspeed building.

OWNER:	Miami-Dade County
TAX FOLIO NUMBERS:	30-3031-028-0010 and 30-3031-029-0010
LOCATION:	11500 N.W. 25th Street, Miami-Dade County, and a vacant parcel of land adjacent to and immediately south of 11500 N.W. 25th Street.
COMMISSION DISTRICT:	12
COMMISSION DISTRICTS IMPACTED:	12
ZONING:	IU-1, Light Industrial. The properties are located within the Beacon Tradeport Industrial Park, and the Beacon Tradeport Development of Regional Impact.
BACKGROUND:	On April 25, 2006, by Resolution No. R-361-06, the Board authorized the acquisition of a building and several parcels of land to be used by several Miami-Dade County departments including the Police Department (9-1-1), 3-1-1 Services, MDFR Communications, ETSD, the Office of Emergency Management / Emergency Operations Center (EOC) and PWD / Traffic Signs and Signals. The building and the adjacent parcels are located within the Beacon Tradeport Industrial Park.

JUSTIFICATION:	The Beacon Tradeport Community Development District has requested an easement to install and maintain an underground irrigation system, and install landscaping improvements, all to be located on the perimeter of the properties, and at no cost to Miami-Dade County. The Beacon Tradeport Community Development District is vested with the responsibility to maintain the Beacon Tradeport Industrial Park, and desires to have a neat and uniform look throughout the entire industrial park.
MONITOR:	Steven Mayers, Real Estate Advisor
DELEGATED AUTHORITY:	The County Mayor is authorized to execute the Agreement for Landscape Easement, and to exercise the option for termination of the Agreement.

Director
General Services Administration

MEMORANDUM
(Revised)

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

DATE: June 2, 2009

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

SUBJECT: Agenda Item No. 8(F)(1)(E)

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(F)(1)(E)
6-2-09

RESOLUTION NO. R-667-09

RESOLUTION AUTHORIZING THE CONVEYANCE OF AN EASEMENT TO THE BEACON TRADEPORT COMMUNITY DEVELOPMENT DISTRICT FOR THE INSTALLATION AND MAINTENANCE OF AN UNDERGROUND IRRIGATION SYSTEM AND THE INSTALLATION AND MAINTENANCE OF LANDSCAPING IMPROVEMENTS, LOCATED AT 11500 N.W. 25 STREET, AND AN ADJACENT VACANT PARCEL OF LAND, SURROUNDING THE SITE OF THE MIAMI-DADE COUNTY LIGHTSPEED BUILDING; AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE SAID EASEMENT

WHEREAS, this Board further 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 approves the conveyance of an easement to the Beacon Tradeport Community Development District, as described in the Agreement For Landscape Easement, attached hereto and made part hereof, and authorizes the County Mayor to execute said easement on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

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

Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	absent
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Jorge Martinez-Esteve

This instrument was prepared by and return to:
Name: Jorge Martinez-Esteve, Esq.
Address: Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No.: 30-3031-028-0010
Folio No.: 30-3031-029-0010
USER DEPT: General Services Administration

----------{SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA}----------

NON-EXCLUSIVE LANDSCAPE EASEMENT

MIAMI-DADE COUNTY, a political subdivision of the State of Florida, having as its principal address located at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter described as "Grantor"), in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, grants and gives to BEACON TRADEPORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of general purpose government established pursuant to Chapter 190, Florida Statutes, having as its principal address at 5701 N. Pine Island Road, Suite 370, Fort Lauderdale, Florida 33321 (hereinafter described as "Grantee"), a non-exclusive landscape easement as described herein.

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of two (2) strips of land ("Property"), legally described in "Exhibit A," which is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is located along the perimeter of County-owned properties located at or near 11500 N.W. 25th Street, Miami, Florida 33172 (Folio No.: 30-3031-028-0010 and 30-3031-029-0010 respectively), as depicted in Exhibit B attached hereto; and

WHEREAS, Grantee desires to install and maintain an underground irrigation system and plant and maintain foliage and shrubbery ("Improvements") within the Property at no cost to Grantor; and

WHEREAS, the Improvements are intended by Grantee to create a landscaped buffer on the Property consistent with the remainder of the Beacon Tradeport Industrial Park, within which the Property is located; and

WHEREAS, Grantor desires to grant a revocable non-exclusive easement within the Property to Grantee for the installation and maintenance of the Improvements in accordance with terms set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. Recitals. The foregoing recitals are true and form a part hereof.

2. Easement and Purpose. Grantor hereby grants to Grantee a revocable non-exclusive landscaping easement ("Easement") within the Property solely for the purposes of accessing, installing, repairing, replacing, and maintaining the Improvements within the Property (hereinafter "Easement").

3. Installation Cost and Completion of the Improvements. Grantee shall install the Improvements within the Easement at its sole cost. All Improvements shall be completed in a good and workmanlike manner, free and clear of all liens, claims and encumbrances. At such time as Grantee commences construction of the Improvements, Grantee shall proceed with reasonable diligence to complete such work in a timely fashion. Grantee shall, after the completion of the construction of the Improvements, restore, at its sole cost, any damage to the Easement to as good or better a condition than previously existed. Grantee agrees to promptly pay all contractors employed by Grantee, its agents or employees, to complete the Improvements.

Any and all Improvements installed in the Easement by Grantee shall become the sole property of the Grantor upon the termination of this Easement by either party. It is understood by the parties that upon termination of this Easement, Grantor will not have any use of Grantee's irrigation system.

4. Use of the Easement. Grantee shall only utilize the Easement for the limited purpose of installing and maintaining the Improvements within the Property. And Grantee further agrees not to commit any waste upon the Easement, or permit the occurrence of any nuisance thereon, or use the Easement for any purpose other than the permitted uses as set forth herein. Further, the Grantee shall not use or permit any use of the Easement which is contrary to any law, rule or regulation. The rights and privileges granted to Grantee herein shall be used in such a manner as to not unreasonably interfere with the Grantor's use of the Property.

5. Laws, Permits, Approvals. The use of the Easement by Grantee shall be in accordance with all applicable laws, rules, regulations, governmental permits and shall not have a material adverse affect on the land contiguous thereto. All installation work to be performed by Grantee on or under the Easement shall be performed only after all of the required governmental permits and approvals, if any are required, have been obtained by Grantee, at its sole cost.

6. Repairs and Maintenance. Grantee agrees that Grantee shall have the obligation to maintain at Grantee's sole cost the Easement and the Improvements in good condition and repair (including replacement if required). Such activity shall be

completed promptly by Grantee and in such a manner as to not unreasonably interfere with the activities of Grantor on Grantor's Property. All work performed by or for Grantee within said Easement shall be performed in accordance with required laws, permits, and requirements.

7. Default and Remedies. If Grantee shall default in the performance of its obligations, including but not limited to the regular and on-going maintenance of the Improvements as described hereunder, then Grantor, in addition to all remedies it may have at law or in equity, after thirty (30) days' prior written notice to Grantee and Grantee's failure to cure such default within said thirty (30) day period, shall have the right but not the obligation to perform such obligation on behalf of Grantee, and require Grantee to immediately reimburse the Grantor, and/or Grantor, upon its election may terminate the Easement. In addition, in case of an emergency, Grantor may initiate and complete immediate emergency repairs to any of the Improvements without prior notice to the Grantee and receive immediate reimbursement therefore from the Grantee for making such emergency repair(s).

8. Reservation of Rights. Grantor reserves all rights of ownership to the Property not herein expressly granted in and to the Easement, including but not limited to, the right of non-exclusive ingress and egress over, upon and under the Easement, the right to develop the Easement and the right to grant further easements over, under, and upon the Easement; provided that, in no event shall any of the rights herein reserved impede or interfere with the Easement herein granted.

9. Insurance. During the term of the Easement, Grantee shall provide Grantor with a certificate of insurance evidencing that Grantee is maintaining a comprehensive liability insurance policy in the amount of at least One Million ($1,000,000.00) Dollars, combined single limit in connection with Grantee's use of the Easement granted hereby, which insurance shall name the Grantor as an additional named insured, as its interest may appear, and such policy shall require thirty (30) days prior written notice to the Grantor before any cancellation or termination of the insurance policy may occur. To the extent that Grantee shall fail to maintain such insurance and fail to cure such breach within ten (10) days after written notice from Grantor to Grantee specifying such breach, then, in addition to any other right found in or being part of the Easement, the Grantor shall have the right to obtain such insurance on behalf of Grantee, whereupon Grantee shall immediately reimburse Grantor for the costs in obtaining such insurance. Further, the Grantee shall secure and maintain during the term of the Easement Automobile Liability Insurance covering all owned, non-owned and hire vehicles used in connection with the work on or to the Easement, in an amount not less than Three Hundred Thousand ($300,000.00) Dollars combined single limit per occurrence for bodily injury and property damage. The Certificate of Insurance must indicate that no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

11. Indemnification. To the extent allowed by Florida law, Grantee agrees to indemnify, defend and hold harmless Grantor and its officers, employees, agents and instrumentalities from and against any and all liabilities, losses, damages, claims, costs or expenses whatsoever (including any and all attorneys' fees, expenses and costs whether any suit be brought or any appeal(s) be taken) which may occur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising from, growing out of, relating to, or in connection way with: (i) the Easement, (ii) the Grantee's wrongful use, construction, maintenance or operation of the Easement, the Improvements, and/or with respect to the Grantee's improper (nuisance) use of the Easement, (iii) the actions or inactions of Grantee's employees, agents, servants, partners, principals or subcontractors, or (iv) any liens filed against the Easement relating to the construction and/or maintenance of the Improvements. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this document or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Grantor or its officers, employees, agents and instrumentalities as herein provided.

12. Relocation. Grantor shall have the right to relocate the location of the Easement from time to time provided that Grantee shall incur no cost or expense therewith, that at least forty-five (45) days notice of the proposed relocation is furnished to Grantee with a proposed relocation landscape plan, that the Grantee approved the relocation landscape plan, which approval shall not unreasonably be withheld, and that Grantor relocates, at its expense, any landscaping and Improvements located in the Easement in accordance with the approved relocation landscape plan. Upon the relocation of the Easement, Grantor shall record a document of record setting forth the location of the relocated Easement, whereupon the term "Easement" in this document shall be amended to be the area of such relocated Easement.

13. Duration. The Easement may be terminated by either Grantor or Grantee, by written instrument upon with thirty (30) days' prior notice. Additionally, failure of the Grantee to utilize any portion of the Easement for landscaping purposes shall cause the Easement to automatically terminate, and Grantee shall immediately provide written notice of such to the Grantor.

Lightspeed Landscape Easement

14. General Provisions.

A. Integration. This document together with all other exhibits hereto embodies the entire understanding of the parties with respect to the subject matter hereof, and there are no promises, terms, conditions, or obligations other than those herein contained. This document shall supersede all previous letters of intent, communications, discussions, representations, advertisements, brochures, proposals, or agreements, either verbal or written, between the parties hereto (and their officers, directors, employees, agents, and beneficiaries) and not herein contained.

B. Severability. In the event that any part, term, or provision of this document is found to be illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this document did not contain the particular party, term, or provision held to be invalid or unenforceable.

C. Captions. Captions are included for convenience only and shall be given no legal effect whatsoever.

D. Amendment. This document between the parties shall not be amended or modified in any manner, except, in a writing executed by both Grantee and the Grantor.

E. Applicable Law. This document and all questions of interpretation, construction, and enforcement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any legal action brought in connection with this document shall be filed exclusively in Miami-Dade County, Florida.

F. Parties. Except as herein and otherwise expressly provided, the covenants, conditions, and agreements contained in this document shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors. The parties agree that the Grantee may not assign its rights and/or this document to any third party without the Grantor's prior written consent.

G. Further Acts and Cooperation. Each of the parties hereto agree to do, execute, acknowledge, deliver, and cause to be done, executed and delivered at such further acts, assignments and transfers as shall reasonably be required of it in order to carry out this document and give effect thereto.

H. Notices. All notices given, pursuant hereto, shall be in writing and be either (i) personally delivered, (ii) sent by Federal Express or other nationally recognized overnight courier service, or (iii) sent by certified mail, return receipt-requested, postage-prepaid. Delivery shall only occur upon actual receipt or refusal to accept. Notices shall be sent as follows:

If to Grantor:
Miami-Dade County
General Services Administration
Director
111 N.W. First Street, Suite 2410
Miami, Florida 33128

With a copy to:
Miami-Dade County
Office of the County Attorney
111 N.W. First Street, Suite 2800
Miami, Florida 33128

If to Grantee:
Beacon Tradeport Community Development District
c/o Governmental Management Services – South Florida, LLC
3701 N. Pine Island Road
Fort Lauderdale, Florida 33321
Attn: District Manager

With a copy to:
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

Either party may, at any time, or from time to time, notify the other in writing of a substitute address for that above set forth, and thereafter notices shall be directed to such substitute address.

I. Merger. The easement rights created herein shall not merge with the fee ownership interest of any lot or property.

J. Waiver. No waiver of any of the provisions of this document shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

P. Construction of Easement. Each party has participated fully in the negotiation and preparation of this document with full benefit of counsel. Accordingly, this document shall not be more strictly construed against either party.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Easement has been executed on the date and year written above.

The Grantor:

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida by its Board of County Commissioners

By:_____

Name:_____

Title:_____

Witness: _____

Witness: _____

Approved as to form and Legal Sufficiency

Assistant County Attorney

12/10/08

Date

ATTEST:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, the _____ of Miami-Dade County, Florida, and who is either personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to on the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public, State of Florida
My Commission Expires: _____

[Seal]

The Grantee
BEACON TRADEPORT
COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Name: Victor B. Suvall
Title: Chairman, Board of Supervisors

ATTEST:

_____
Secretary/Assistant Secretary

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I hereby certify that the foregoing was executed before me this 20th day of November, 2008, by Victor B. Suvall, the Chairman of the Board of Supervisors of the BEACON TRADEPORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of general purpose government established pursuant to Chapter 190, Florida Statutes. He/she is either personally known to me or has produced _____ as identification.

Michael J Pawelczyk
05/30/2010
NOTARY PUBLIC
Commission # DD558046
STATE OF FLORIDA

_____
Notary Public, State of Florida
My Commission Expires: _____

[Seal]

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I hereby certify that the foregoing was executed before me this 20th day of November, 2008, by Phil Procacci, the Secretary/Assistant Secretary, of the Board of Supervisors of the BEACON TRADEPORT DEVELOPMENT DISTRICT, a local unit of general purpose government established pursuant to Chapter 190, Florida Statutes. He/she either is personally known to me or has produced _____ as identification.

Michael J Pawelczyk
05/30/2010
NOTARY PUBLIC
Commission # DD558046
STATE OF FLORIDA

_____
Notary Public, State of Florida
My Commission Expires: _____

[Seal]

"EXHIBIT A"

LEGAL DESCRIPTION OF PROPERTY

"EXHIBIT B"

EASEMENT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A portion of Tract "I" of BEACON TRADEPORT PHASE IV, according to the Plat thereof, as recorded in Plat Book 157, at Page 3, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:
Commence at the most Northwesterly corner of said Tract "I", thence South 01°44'10" East along the West line of said Tract "I" for 10.00 feet to the POINT OF BEGINNING of the herein described landscape easement; thence North 89°37'28" East along a line 10.00 feet South of, as measured at right angles to, and parallel with the North line of said Tract "I" for 163.83 feet to a point of curvature of a circular curve concave to the Southwest; thence Southeasterly along the arc of said curve, having a radius of 14.50 feet through a central angle of 88°38'52" for 22.43 feet to a point of tangency; thence South 01°43'40" East for 1.78 feet; thence South 88°19'09" West for 177.94 feet to a point lying on the said West line of Tract "I"; thence North 01°44'10" West along said West line Tract "I" for 20.00 feet to the POINT OF BEGINNING.

Containing 3155 square feet or 0.072 acres more or less.

TOGETHER WITH THE FOLLOWING:

A portion of Tract "I" of BEACON TRADEPORT PHASE IV, according to the Plat thereof, as recorded in Plat Book 157, at Page 3, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:
Commence at the most Northwesterly corner of said Tract "I", thence North 89°37'28" East along the North line of said Tract "I" for 218.07 feet; thence South 00°22'32" East for 10.00 feet to the POINT OF BEGINNING of the herein described landscape easement; thence North 89°37'28" East along a line 10.00 feet South of, as measured at right angles to, and parallel with the North line of said Tract "I" for 222.73 feet to a point of curvature of a circular curve concave to the Southwest; thence Southeasterly along the arc of said curve, having a radius of 14.50 feet through a central angle of 70°28'19" for 17.83 feet to a point; thence South 88°19'09" West for 250.94 feet; thence North 01°43'40" West for 0.53 feet to a point of curvature of a circular curve concave to the Southeast; thence Northeasterly along the arc of said curve, having a radius of 14.50 feet through a central angle of 91°21'08" for 23.12 feet to the POINT OF BEGINNING.

Containing 3058 square feet or 0.070 acres more or less.

TOGETHER WITH THE FOLLOWING:

A portion of Tract "I" of BEACON TRADEPORT PHASE IV, according to the Plat thereof, as recorded in Plat Book 157, at Page 3, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:
Commence at the most Northwesterly corner of said Tract "I", thence North 89°37'28" East along the North line of said Tract "I" for 494.82 feet; thence South 00°22'32" East for 10.00 feet to the POINT OF BEGINNING of the herein described landscape easement; thence North 89°37'28" East along a 10.00 feet South of, as measured at right angles to, and parallel with the North line of said Tract "I" for 250.04 feet; thence South 01°44'10" East, along a line 5.00 feet West of, as measured at right angles to, and parallel with the East line of said Tract "I" for 339.93 feet; thence South 88°15'50" West for 10.00 feet; thence North 01°44'10" West for 318.11 feet; thence South 88°15'50" West for 9.20 feet to a point of curvature of a circular curve concave to the Northeast, having a radius of 10.00 feet through a central angle of 90°03'19"; thence Northwesterly along the arc of said curve for 15.72 feet

LEGAL DESCRIPTION: (CONTINUED)

to a point of tangency; thence North 01°40'51" West for 8.80 feet; thence South 88°19'09" West for 234.43 feet non-tangent point lying on a circular curve concave to the Southeast; a radial bearing North 68°15'16" West to said point; thence Northeasterly along the arc of said curve, having a radius of 14.50 feet through a central angle of 67°52'44" for 17.18 feet to the POINT OF BEGINNING.

Containing 5266 square feet or 0.121 acres more or less.

TOGETHER WITH THE FOLLOWING:

A portion of Tract "I" of BEACON TRADEPORT PHASE IV, according to the Plat thereof, as recorded in Plat Book 157, at Page 3, and a portion of Tract "J" of BEACON TRADEPORT PHASE V, according to the Plat thereof, as recorded in Plat Book 158, at Page 16, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:
Commence at the most Northeasterly corner of said Tract "J"; thence South 88°15'50" West along the North line of said Tract "J" for 5.00 feet to the POINT OF BEGINNING of the herein described landscape easement; thence South 01°44'10" East along a line 5.00 feet West of, as measured at right angles to, and parallel to the East line of said Tract "J" for 112.10 feet; thence South 88°15'50" West for 10.00 feet; thence North 01°44'10" West for 112.10 feet to a point on the North line of said Tract "J"; thence continue North 01°44'10" West for 58.75 feet; thence North 88°15'50" East for 10.00 feet; thence South 01°44'10" East, 5.00 feet West of, as measured at right angles to, and parallel with the East line of said Tract "J" for 58.75 feet to the POINT OF BEGINNING.

Containing 1709 square feet or 0.039 acres more or less.

TOGETHER WITH THE FOLLOWING:

A portion of Tract "J" of BEACON TRADEPORT PHASE V, according to the Plat thereof, as recorded in Plat Book 158, at Page 16, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:
Commence at the most Northeasterly corner of said Tract "J"; thence South 01°44'10" East along the East line of said Tract "J" for 112.10 feet; thence South 88°15'50" West for 299.00 feet; thence South 01°44'10" East for 139.46 feet to the POINT OF BEGINNING of the herein described landscape easement; thence continue South 01°44'10" East for 10.00 feet; thence South 88°15'50" West for 386.41 feet to a point of curvature of a circular curve concave to the Northeast; thence Northwesterly along the arc of said curve, having a radius of 25.00 feet through a central angle of 90°00'00" for 39.27 feet to a point of tangency; thence North 01°44'10" West for 51.36 feet; thence North 88°15'50" East for 10.00 feet; thence South 01°44'10" East for 51.45 feet; thence North 88°04'30" East for 19.47 feet to a point of curvature of a circular curve concave to the Southwest; thence Southeasterly along the arc of said curve, having a radius of 2.00 feet through a central angle of 90°00'00" for 3.14 feet to a point of tangency; thence South 01°55'30" East for 12.97 feet; thence North 88°15'50" East for 379.89 feet to the POINT OF BEGINNING.

Containing 4964 square feet or 0.108 acres more or less.

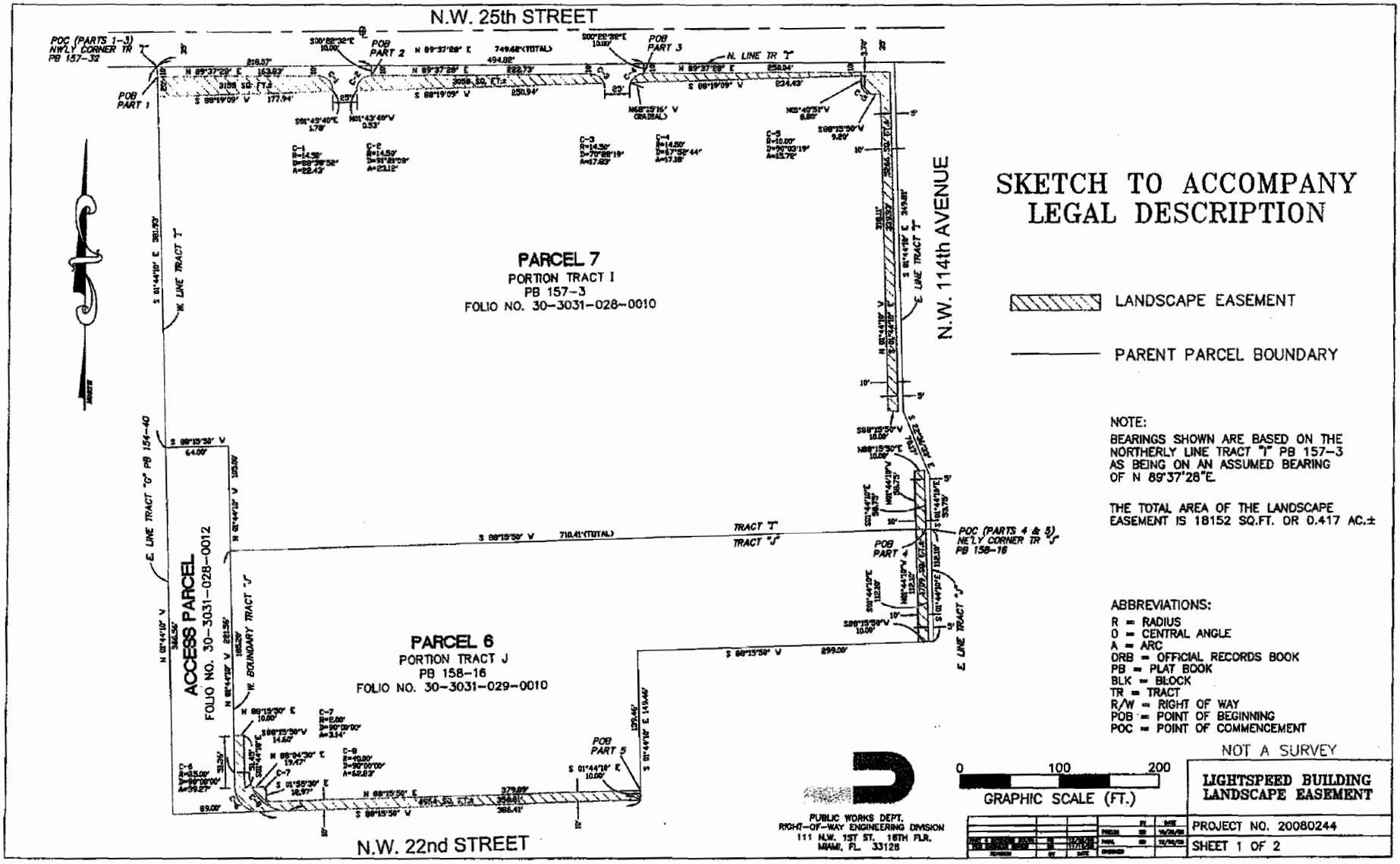
NOT A SURVEY

PUBLIC WORKS DEPT.
RIGHT-OF-WAY ENGINEERING DIVISION
111 N.W. 1ST ST. 18TH FLR.
MIAMI, FL. 33128

LIGHTSPEED BUILDING LANDSCAPE EASEMENT

PROJECT NO. 20080244

SHEET 2 OF 2



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LANDSCAPE EASEMENT

PARENT PARCEL BOUNDARY

NOTE:
BEARINGS SHOWN ARE BASED ON THE NORTHERLY LINE TRACT "I" PB 157-3 AS BEING ON AN ASSUMED BEARING OF N 89°37'28"E.

THE TOTAL AREA OF THE LANDSCAPE EASEMENT IS 18152 SQ.FT. OR 0.417 AC.±

ABBREVIATIONS:
R = RADIUS
D = CENTRAL ANGLE
A = ARC
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
BLK = BLOCK
TR = TRACT
R/W = RIGHT OF WAY
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT

NOT A SURVEY

LIGHTSPEED BUILDING LANDSCAPE EASEMENT

PROJECT NO. 20080244

SHEET 1 OF 2

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MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	**8(F)1(E)**
File Number:	**090982**
Committee(s) of Reference:	Board of County Commissioners
Date of Analysis:	May 18, 2009
Type of Item:	Conveyance of Easement
Commission District:	District 12

Summary

This resolution authorizes the conveyance of a revocable, non-exclusive easement to the Beacon Tradeport Community Development District (District) for purposes of installing an underground irrigation system and installing and maintaining landscaping (i.e., foliage and shrubbery) around the perimeter of the County's Lightspeed building located at 11500 N.W. 25 Street within the Beacon Tradeport Industrial Park.

Beacon Tradeport Community Development District will be responsible for all costs incurred for installing and maintaining the irrigation system and landscaping. The District will also be required to obtain and maintain comprehensive liability insurance in the amount of $1 million naming the County as an additional insured; and to obtain, during the term of the easement, $300,000 of automobile liability insurance covering all vehicles used in connection with the easement projects.

The County may relocate the easement, at no cost to the District, or terminate the easement.

Background and Relevant Legislation

On April 25, 2006, the Board of County Commissioners (BCC), through Resolution 361-06, authorized the acquisition of approximately 11.90 acres of land and a building of approximately 197,281 square feet for $23.1 million to house the County's 3-1-1, 9-1-1, MDFR Communications, ETSD, the Office of Emergency Management / Emergency Operations Center (EOC) and PWD / Traffic Signs and Signals divisions. The site, known as the Lightspeed Building, serves as the central site for interdepartmental coordination of emergency and disaster relief services and a central point where the County's management could assemble to supervise emergency responses. The Lightspeed property is located within the Beacon Tradeport Industrial Park, and is within the District's special authority to develop and maintain landscapes.

No appraised value of the easement was provided. However, the County is conveying the revocable, non-exclusive easement to the Development District for $1.

Prepared by: Lauren Young-Allen