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

MEMORANDUM

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

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

DATE: October 4, 2011

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

SUBJECT Resolution authorizing the conveyance of a water utility easement to the City of North Miami Beach through County-owned land located at 16345-16555 NW 25th Avenue, Miami Gardens and; authorizing the County Mayor to execute said easement

Resolution No. R-775-11

The accompanying resolution was prepared by the General Services Administration Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

Memorandum

MIAMI-DADE COUNTY

Date: October 4, 2011

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Conveyance of a Water Utility Easement to the City of North Miami Beach Through County-Owned Land, Located at 16345-16555 NW 25th Avenue, Miami Gardens

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RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the conveyance of a water utility easement to the City of North Miami Beach, for the construction, operation, and maintenance of water facilities to service the Ophelia Brown-Lawson Headstart Facility located at 16345-16555 NW 25th Avenue, Miami Gardens.

OWNER:	Miami-Dade County
TAX FOLIO NUMBER:	34-2115-000-0010
SIZE:	18,207 square feet or .42 acres
LOCATION:	16345-16555 NW 25th Avenue
COMMISSION DISTRICT:	1
COMMISSION DISTRICT IMPACTED:	1
ZONING:	RU-1 – Single Family Residential. According to the Department of Planning and Zoning, the existing use is a permitted use under current zoning.
BACKGROUND:	At the time of construction of the Miami-Dade County Community Action Agency (CAA) Ophelia Brown-Lawson Headstart Facility, the City of North Miami Beach informed the County that an easement had not been recorded for the existing water line, which was installed 30-40 years ago. The City owns, maintains and currently operates the water service lines that are required to provide service to the facility.

In order to provide water service to the building by the first day of the 2009 school year, the City of North Miami Beach agreed to connect the facility to the existing water line, with the understanding that the County would provide a retroactive easement for the existing waterline. The water utility easement is located through County-owned land at 16345-16555 N.W. 25th Avenue, Miami Gardens.

FISCAL IMPACT/
FUNDING SOURCES: The grant of easement has a $10.00 fiscal impact to the County, as consideration.

MONITOR: Dirk Duval, Real Estate Officer

DELEGATED
AUTHORITY: Authorizes the County Mayor to execute this easement in substantially the form attached hereto.

Alina T. Hudak
County Manager/Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: October 4, 2011

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

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

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(F)(1)(C)
10-4-11

RESOLUTION NO. R-775-11

RESOLUTION AUTHORIZING THE CONVEYANCE OF A WATER UTILITY EASEMENT TO THE CITY OF NORTH MIAMI BEACH, A FLORIDA MUNICIPAL CORPORATION, FOR $10.00, THROUGH COUNTY-OWNED LAND LOCATED AT 16345-16555 NW 25TH AVENUE, MIAMI GARDENS AND; AUTHORIZING THE COUNTY MAYOR TO EXECUTE SAID EASEMENT

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 conveyance of a water utility easement through County-owned land, to the City of North Miami Beach, a Florida Municipal Corporation, for $10.00, as described in substantially the form attached hereto and made a part hereof, and authorizing the County Mayor to execute said Easement on behalf of Miami-Dade County.

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

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

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The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of October, 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JRA

Juliette R. Antoine

Prepared by:
City of North Miami Beach
17050 NE 19 Avenue
North Miami Beach, FL 33162 (305) 948-2967

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20_____, by and between MIAMI-DADE COUNTY, 111 NW 1st Street, MIAMI, FL 33128, as First Party, and CITY OF NORTH MIAMI BEACH, a Florida municipal corporation, hereinafter referred to as CITY.

WHEREAS, First Party is the owner of the property described in Exhibit "A", in Miami-Dade County, Florida, and

WHEREAS, First Party desires to cooperate with the City to provide better water service to its property; and

WHEREAS, First Party has agreed to give the CITY the easements and privileges herein set forth to construct and maintain the necessary mains and other needed facilities.

NOW, THEREFORE,

WITNESSETH:

That for and in consideration of the premises and in further consideration of the sum of Ten Dollars in hand paid to First Party by CITY, receipt whereof is hereby acknowledged by First Party, it is agreed as follows:

1. First Party hereby grants and gives the CITY, its successors and assigns, the exclusive right and privilege to construct, maintain and operate in the property described in Exhibit "A" hereto attached and made a part hereof, for the construction, operation and maintenance of water facilities (including transmission mains, distribution mains, supply pipes, collection pipes, manholes, valves, connections, pumps and all other physical facilities and property installations) that are required, including necessary rights of ingress and egress through the property of First Party for such period of time as the CITY, or its successors or assigns, requires such rights, privileges or easements for operation and maintenance of said system or systems.

2. The CITY will endeavor not to damage any of the owner's property during the maintenance or repair of any of the CITY's facilities. However, in the event there is damage to the First Party's property in the easement caused by the CITY during maintenance and repair of the CITY's facilities, the CITY will restore pavement, curb-gutter, sidewalk and sod at its cost. The CITY will not be responsible for the cost of repairs to structures, landscaping, or any other property lying within the easement should they be damaged by the CITY during their maintenance and repair operations.

Prepared by:
City of North Miami Beach
17050 NE 19 Avenue
North Miami Beach, FL 33162 (305) 948-2967

3. Nothing in the Agreement and the easement herein granted shall be construed to prevent First Party or its successors in interest from granting exclusive or non-exclusive rights, privileges and easements to other persons, firms and corporations, for furnishing utility services other than water service, providing the location of the other utilities are not located in an area above the water facilities from three (3) feet on one side of the facility to three (3) feet on the other.

4. First Party covenants and agrees that all instruments of conveyance executed by it with respect to any parcel or parcels of its property shall contain a legend that such conveyance is subject to the rights and privileges granted by the Agreement to the CITY, its successors and assigns.

5. The foregoing provisions contained in this Agreement are hereby declared to be reservations, conditions, limitations and restrictions running with the above described land and each and every part and parcel thereof and shall be binding upon all subsequent owners and purchasers thereof and all grantees named in deeds of conveyance covering any part or parcel of said land.

6. First Party does fully warrant that it has good title to the above property and that it has full power and authority to grant this easement.

This Agreement shall be recorded by the CITY on the Public Records of Miami-Dade County with the First Party to pay all costs of recording.

Prepared by:
City of North Miami Beach
17050 NE 19 Avenue
North Miami Beach, FL 33162 (305) 948-2967

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.
Signed, sealed and delivered

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized by Resolution No. R-_____-____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of_____, 20____.

Prepared by:
City of North Miami Beach
17050 NE 19 Avenue
North Miami Beach, FL 33162 (305) 948-2967

THE CITY OF NORTH MIAMI BEACH hereby accepts this Grant of Easement.

_____
WITNESS

_____
WITNESS

_____
CITY MANAGER

_____
Printed Name

APPROVED AS TO FORM:

_____
CITY ATTORNEY

_____
CITY CLERK (SEAL)

_____
Printed Name

_____
Printed Name

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
WATER LINE EASEMENT
NORTH DADE HEALTH CLINIC

LEGAL DESCRIPTION

A 15 foot wide Easement located in the East one Half of the North West 1/4 of the North West 1/4 of Section 15, Township 52 South, Range 41 East, Miami-Dade County, Florida.

Said easement being 7.5 feet on either side of the following described centerline: Commence at the S.E. corner of said NW 1/4, of the NW 1/4; Thence, along the South Line of said NW. 1/4 of the NW. 1/4, South 87° 40' 30" West for a distance of 14.98 feet; Thence North 02°19 30" West to the Point of Beginning; Thence North 35° 13' 18" East for a distance of 12.41 feet to its intersection with a line 7.5 feet West of and parallel to said east line the NW 1/4 of the NW 1/4; Thence North 02° 17' 12" West parallel to said east line for a distance of 363.70 feet to a point "A"; Thence continue North 02° 17' 12" West for a distance of 133.79 feet; thence South 87° 45' 49" West for a distance of 26.25 feet to a point "B" ; thence continue South 87° 45' 49" West for 20.29 feet to a point "C"; thence continue South 87° 45' 49" West for a distance of 82.35 feet; thence North 82° 14' 46" West for a distance of 88.08 feet to a point "D"; thence continue North 82° 14' 46" West for a distance of 56.20 feet; thence North 86° 42' 51" West for a distance of 40.82 feet to a Point "E"; Thence continue North 86° 42' 51" West, for a distance of 68.07 feet; thence North 72° 56' 49" West for a distance of 43.98 feet; thence North 63° 44' 13" West for a distance of 29.48 feet; thence North 56° 18' 36" West for a distance of 38.08 feet; thence North 51° 28' 41" West for a distance of 55.62 feet; thence North 56° 00' 55" West for 34.92 feet; thence North 62° 20' 46" West for a distance of 18.79 feet; thence North 79° 13'01" West for a distance of 21.33 feet; thence South 88° 17' 04" West for a distance of 51.31 feet to its intersection with the east line of the west 25 feet of the east 1/2 of the NW 1/4 of the NW 1/4 of said Section 15.

Together with the hereinafter described five Areas. Said areas to be 15 feet wide each and 7.5 feet either side of the following centerlines.

1) Beginning at a point 7.5 feet west of said point "A"; thence South 87° 42' 48" West for 3.0 feet to its point of termination. (45 square feet).

2) Beginning at a point 7.5 South of Said Point "B"; Thence South 02°14'11" East for 11.53 feet to its point of termination. (172.95 square feet)

3) Beginning at a point 7.5 North of Said Point "C"; Thence North 02°14''11" West for 4.49 feet to its point of termination (67.35 square feet)

4) Beginning at a point 7.5 Southwest of Said point "D"; Thence South 07°45'14" West for 5.00 feet to its point of termination (75 square feet)

5) Beginning at a point 7.5 Southwest of Point "E"; Thence South 03°17'09" East for a distance of 4.28 feet to the point of termination. (64.2 square feet)

Containing 18,207 square feet or 0.42 acres

SURVEYOR'S NOTES:

PROPERTY ADDRESS: 16555 NW. 25th AVENUE, MIAMI, FL
16345 NW. 25th AVENUE, MIAMI, FL

1) TYPE OF SURVEY: SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS IS NOT A BOUNDARY SURVEY.

2) BASIS OF BEARINGS: BASIS OF BEARING ESTABLISHED ALONG THE SOUTH LINE OF THE EAST 1/2 OF THE NW. 1/4, OF THE NW. 1/4, SECTION 15, TOWNSHIP 52 SOUTH, RANGE 41 EAST, WITH A BEARING N87°40'30"E. SAID LINE TO BE CONSIDERED A WELL MONUMENTED LINE.

LAST DAY FIELD WORK : AUGUST 10, 2009 SIGNED : SEPTEMBER 29, 2009 CAD FILE: 1983W014

I HEREBY CERTIFY:
THAT THE ATTACHED SKETCH TO ACCOMPANY LEGAL DESCRIPTION MEETS THE REQUIRED MINIMUM TECHNICAL STANDARDS SET BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 61G17 OF THE FLORIDA ADMINISTRATIVE CODE.

FERNANDO Z. GATELL, P.L.S. (LS#2821)
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS NOT FULL AND COMPLETE WITHOUT SHEET 2.
ADDITION OR DELETIONS TO THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AS PER CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 61G17 OF THE FLORIDA ADMINISTRATIVE CODE.

F.R. ALEMAN

FOR: MIAMI DADE COUNTY, FLORIDA

F.R. Aleman And Associates, Inc. LB #6785
Consulting Engineers and Surveyors
10305 NW 41ST STREET, SUITE 200
MIAMI , FLORIDA 33178
TEL. (305) 591-8777 FAX. (305)599-8749

REVISIONS	
9-22-09	FP
9-29-09	FP

SHEET 1 OF 2

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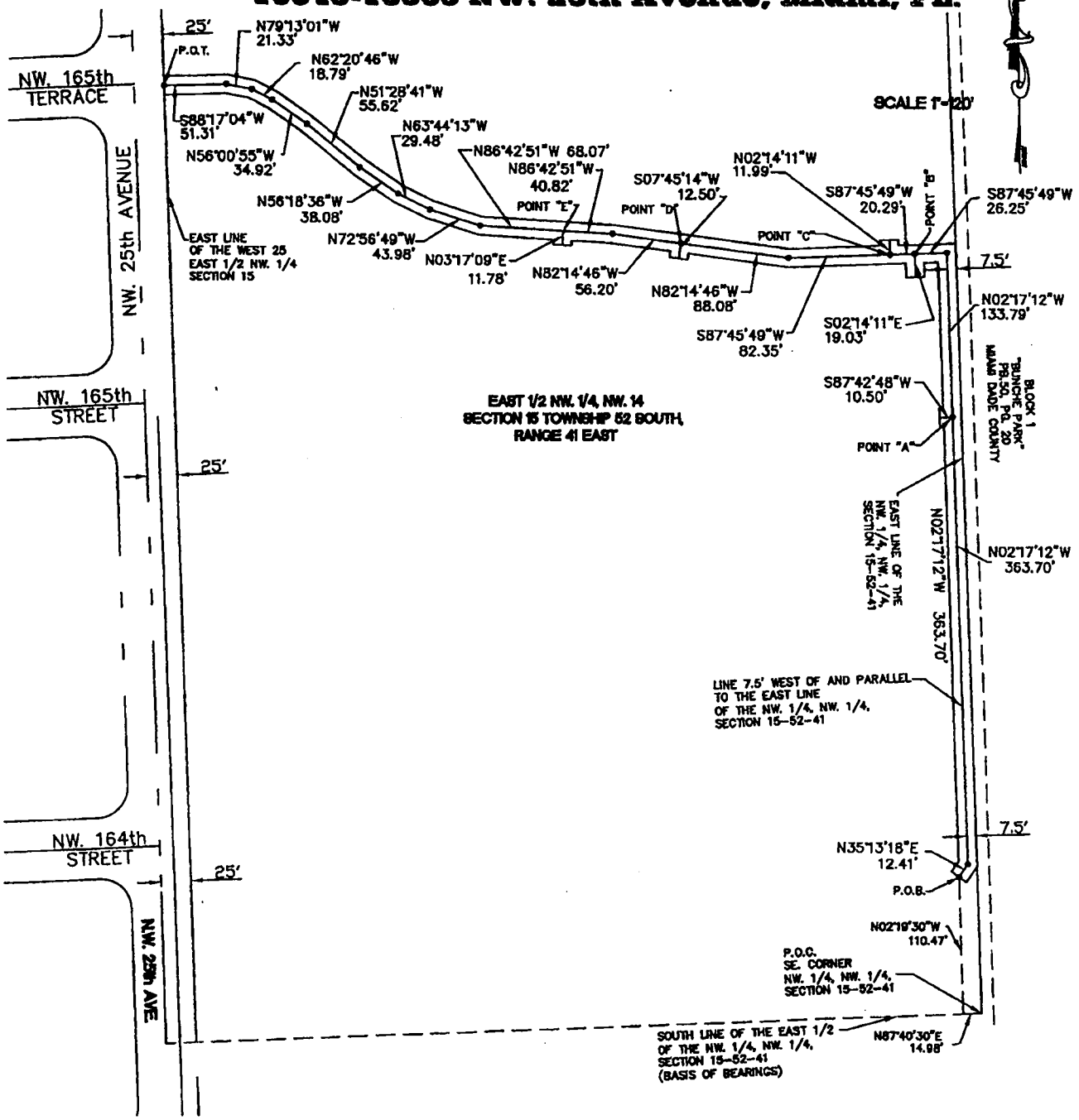
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
WATER LINE EASEMENT
NORTH DADE HEALTH CLINIC
16345-16555 NW. 25th Avenue, Miami, FL.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS NOT FULL AND COMPLETE WITHOUT SHEET 1.
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REVISIONS	
9-22-09	FP
9-29-09	FP
SHEET 2 OF 2	

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