OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

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

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

DATE: March 6, 2012

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

SUBJECT: Resolution authorizing the conveyance of a Perpetual Sidewalk Easement to the City of Miami through County-owned land, for $1.00, to allow pedestrians to enter the parking garage/office building located at 220 N.W. 3 Street, Miami; and authorizing the Chairperson or Vice-Chairperson to execute an easement

Resloution No. R-202-12

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2012

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

From: Edward Marquez
Deputy Mayor

Subject: Resolution authorizing the conveyance of a perpetual sidewalk easement to the City of Miami through County-owned land located at 220 N.W. 3 Street, Miami, FL

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the conveyance of a perpetual sidewalk easement to the City of Miami, which will allow pedestrians to enter the parking garage/office building through County-owned land located at 220 N.W. 3 Street, Miami, FL. The item was prepared by the Internal Services Department (ISD).

BACKGROUND

OWNER:	Miami-Dade County, ISD
TAX FOLIO NUMBER:	01-0109-050-1010
SIZE:	Approximately 2,460 square feet
LOCATION:	220 N.W. 3 Street, Miami
COMMISSION DISTRICT:	5
COMMISSION DISTRICT IMPACTED:	5
ZONING:	CI-Civic Institution and Community Facility. According to the City of Miami Office of Zoning, the existing use is allowed by exception under City of Miami Resolution No. PZAB-R-10-055.
BACKGROUND:	On February 8, 2010, the County Manager approved the Recommendation for Award for a design-build contract for the West Lot Multi-Use Facility, located at 220 N.W. 3 Street, Miami. The construction commenced on February 25, 2010 and is expected to be completed by February 24, 2012.

JUSTIFICATION:	The County will be constructing a five-foot wide sidewalk along the north side, south side, and along the northeast corner of the property to allow pedestrians to enter the parking garage/office building. Since the sidewalk will be located on County property, and not in the right-of-way, the City of Miami is requiring that the County grant a perpetual sidewalk easement to the City allowing public use of the sidewalks.
FISCAL IMPACT/ FUNDING SOURCES:	The grant of easement has no fiscal impact to the County. The West Lot Multi-Use Facility project is funded by Capital Asset Acquisition Bonds 2009 proceeds. Index Code CPES9BGSMUFC Sub Object Code 94210.
MONITOR:	Shannon Clark, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the Chairperson or Vice-Chairperson to execute this easement in substantially the form attached hereto.

MEMORANDUM

(Revised)

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

DATE: March 6, 2012

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

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

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)
3-6-12

RESOLUTION NO. R-202-12

RESOLUTION AUTHORIZING THE CONVEYANCE OF A PERPETUAL SIDEWALK EASEMENT TO THE CITY OF MIAMI THROUGH COUNTY-OWNED LAND, FOR $1.00, TO ALLOW PEDESTRIANS TO ENTER THE PARKING GARAGE/OFFICE BUILDING LOCATED AT 220 N.W. 3 STREET, MIAMI; AND AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON TO EXECUTE AN 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 Perpetual Sidewalk Easement to the City of Miami, for $1.00, as described in the Easement, in substantially the form attached hereto and made a part hereof, and authorizing the Chairperson or Vice-Chairperson to execute said Perpetual Sidewalk 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 **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

5

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2012. 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

Memorandum

MIAMI-DADE COUNTY

Date: October 31, 2011

To: Edward Marquez
Deputy Mayor

From: Mayor Carlos A. Gimenez

Subject: Design Build Contract No. W80052

In accordance with the letter opinion issued by Robert Meyers, Executive Director, Miami-Dade Commission on Ethics and Public Trust, dated August 31, 2011 ("Ethics Opinion"), I hereby delegate to you all delegable authority relating to the administration of Design Build Contract No. W80052 between Munilla Construction Management, LLC dba MCM and Miami-Dade County (hereinafter the "MCM Contract") for the West Lot Multi-Use Facility. You should exercise this authority and utilize your own judgment and should take all actions which are in the best interest of Miami-Dade County and consistent with the County Code, regulations, rules and the contract documents. Consistent with the Ethics Opinion, I will not be participating in any decisions made regarding this contract. In the event an issue arises in the exercise of delegated authority which requires action by the County Mayor and that action is not delegable under Florida law, the Miami-Dade County Home Rule Charter (e.g., waiver of competitive bidding) or the County Code (e.g., Mayoral sponsorship of an agenda item to be considered by the County Commission), please seek an opinion from the Ethics Commission regarding the appropriate course of action as recommended in the Ethics Opinion.

c: Robert A. Cuevas, Jr., County Attorney
Joe Centorino, Executive Director, Commission on Ethics and Public Trust
Christopher Agrippa, Clerk of the Board
Lester Sola, Director, Internal Services
Wendi Norris, Internal Services

THIS INSTRUMENT PREPARED BY:
Internal Services Department Real Estate Development Division
And reviewed by Juliette Antoine, Assistant County Attorney
111 NW 1 Street, Suite 2460
Miami, FL 33128

Folio: 01-0109-050-1010
User Dept.: Internal Services Department

PERPETUAL SIDEWALK EASEMENT

This Perpetual Sidewalk Easement is made this ____ day of _____, 20__ by MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, existing under the Laws of the State of Florida, (the "Grantor"), in favor of the City of Miami, a municipal corporation of the State of Florida (the "Grantee"), its successors and assigns, 444 S.W. 2 Avenue, Miami, FL 33130.

WITNESSETH: That the Grantor, for and in consideration of the sum of one dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby freely and knowingly acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual easement for sidewalk purposes more particularly described, but not limited to, pedestrian ingress and egress over and upon the sidewalk constructed thereon, with full authority to enter upon and maintain the sidewalk as the Grantee and its assigns may deem necessary, said land lying within the following described property in Miami-Dade County, Florida, see Sketch to Accompany Legal Description at Exhibit A, and said easement being described as, see Legal Description to Accompany Sketch attached hereto as Exhibit B.

See attached Exhibits "A" and "B"

RIGHTS GRANTED TO THE GRANTEE. Grantee shall include the City of Miami and/or its authorized agents acting on its behalf. The Grantee shall have the right but not the duty to clear and keep clear of all trees, debris, undergrowth, and other obstructions that may interfere with the normal operation and maintenance of the easement by the Grantee, out of and away from the herein granted sidewalk easement and that the Grantor herein, its heirs, personal representatives, executors, successors and assigns, agree not to build, construct or create nor permit others to build, construct or create any buildings, barriers, or other structures on the herein granted easement that may interfere with operation of the sidewalk. Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted. Said entry will be done by the Grantee, or its agents, from time to time and Grantor shall have no recourse from such entry as long as it serves the purposes of this Easement.

Grantee may at any time change the location of the sidewalk within the boundaries of the easement right-of-way, or modify the size of the existing sidewalk as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor or Grantor's heirs, successors, or assigns, provided Grantee does not expand its use of the easement beyond the easement boundaries described above, and further that Grantee not negligently and permanently damage property of the Grantor lying adjacent or abutting the easement area. Grantee shall maintain all sidewalks within the easement area in good condition and repair.

Grantor reserves the right to grant other easements within the easement area, and to use the easement area for Grantor's own benefit, provided such other easements and uses do not interfere with Grantee's use of the easement area as granted hereby.

The GRANTOR shall indemnify, and hold harmless the Grantee and their respective officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Grantee and their respective officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the negligent construction of the sidewalk by the Grantor or the Grantor's officers, employees, agents, servants, partners, principals, or subcontractors. The Grantor shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantee, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees that may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Grantor shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the Grantor arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses, or causes of action that may arise as a result of the negligence of the Grantor or Grantor's officers, employees, servants, agents, partners, principals, or subcontractors.

The GRANTEE shall indemnify, and hold harmless the Grantor and their respective officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Grantor and their respective officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance under this Agreement Easement by the Grantee or the Grantee's officers, employees, agents, or servants. The Grantee shall pay all claims and losses of any kind 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. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Grantee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the Grantee arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Grantee or the Grantee's officers, employees, servants, agents, partners, principals or subcontractors.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, together with a covenant hereby knowingly, voluntarily and freely given by Grantor not to sue or to maintain any civil or other claim, demand, cause of action, debt, default, or other relief against the said Grantee and its successors and assigns from any or all personal injury, property damage, or diminution of property right arising or accruing by virtue of the Grantee's activities, acts and omissions under Easement and/or construction and/or maintenance to the

lands, if any, owned by the Grantor, lying adjacent to or abutting the lands hereinabove described and the Grantor will defend title to said lands against all persons claiming by, through or under said Grantor.

This Agreement shall be binding upon the heirs, successors and assigns, personal representatives, executors and administrators of the parties hereto.

[signature page follows]

IN WITNESS WHEREOF the said Grantor has signed and sealed these presents the day and year first above written.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

GRANTOR:

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

By:_____
Joe A. Martinez, Chairman

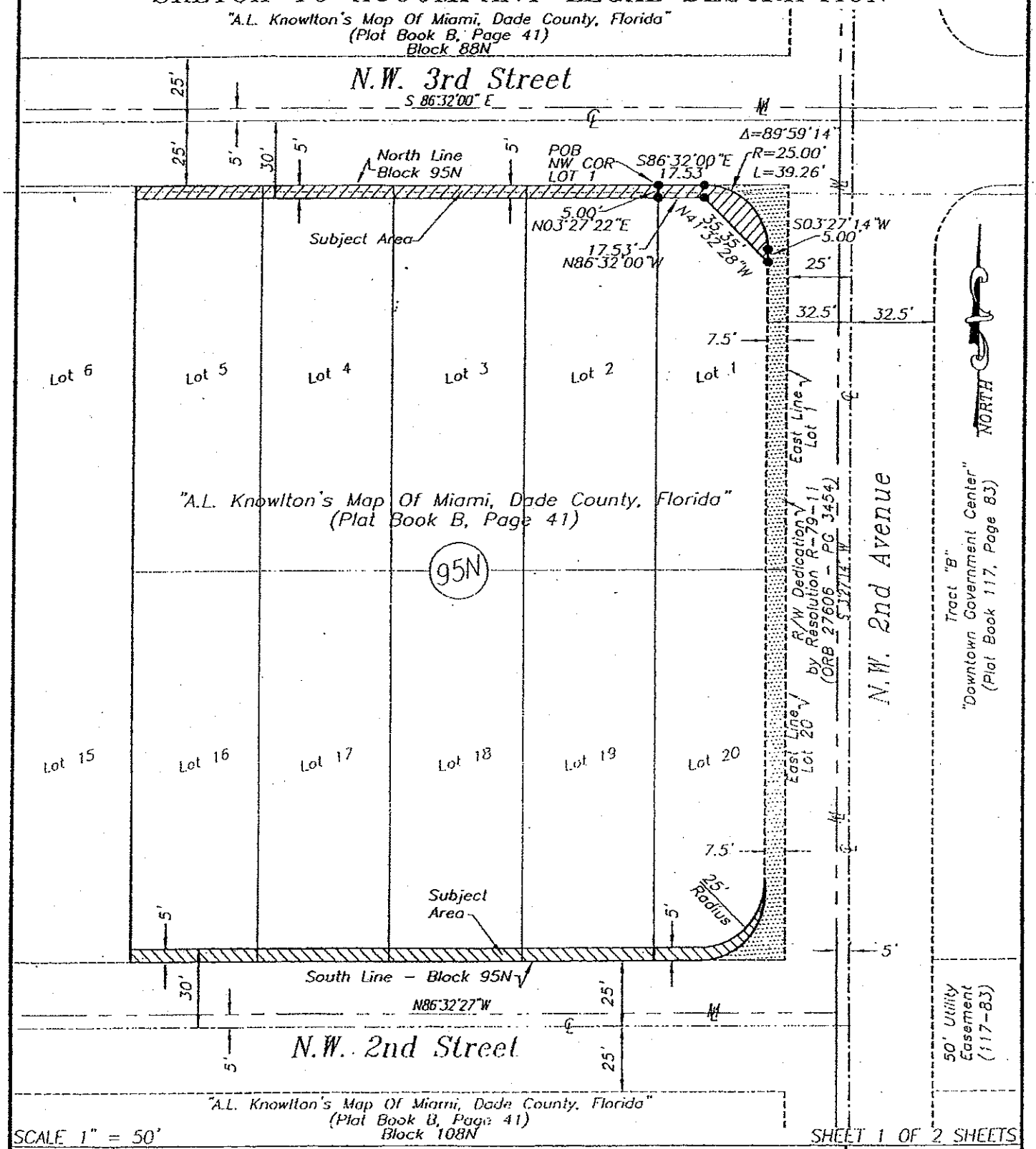
Approved as to legal sufficiency _____

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

11

Exhibit "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE 1" = 50'

SHEET 1 OF 2 SHEETS

Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL. 33025

PHONE No.(954)435-7010 FAX No. (954)438-3288

ORDER NO. 199327

DATE: 10/18/2011

THIS IS NOT A " BOUNDARY SURVEY"

CERTIFICATE OF AUTHORIZATION No LB-87

PREPARED UNDER MY SUPERVISION:

MARK STEVEN JOHNSON, SEC/TREASURER

FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

Exhibit "B"

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

Portions of Lots 1 through 5 and Portions of Lots 16 through 20, Block 95 N, "A.L. KNOWLTON'S MAP OF MIAMI, DADE COUNTY, FLORIDA," according to the plat thereof, as recorded in Plat Book "B" at Page 41, of the Public Records of Miami-Dade County, Florida. Said portions being more particularly described as follows:

The North 5.00 feet of said Lots 2 through 5;

Together with:

Beginning at the Northwest corner of said Lot 1; thence S 86°32'00" E along the North line of said Lot 1 for 17.53 feet to a Point of Curvature of a circular curve concave to the southwest; thence southerly along said circular curve to the right having a radius of 25 feet and a central angle of 89 Degrees 59 Minutes 13 Seconds for an arc distance of 39.26 feet to a Point of Tangency; thence S 03°27'14" W for 5.00 feet; said two last courses lying along the right of way line, as established by Miami-Dade County Resolution No. R-79-11, as recorded in Official Record Book 27606 at Page 3454 of the Public Records of Miami-Dade County, Florida; thence N 41°32'28" W for 35.35 feet; thence N 86°32'00" W along a line lying five feet south of, as measured at right angles to, and parallel with the North line of said Block 95 N for 17.53 feet to the West line of said Lot 1; thence N 03°27'22" E along the West line of said Lot 1 for 5.00 feet to the Point of Beginning.

Together with:

The South 5.00 feet of said Lots 16 through 20;

Together with:

That area lying external to a circular curve concave to the northwest; said curve being tangent to the North line of the South 5 feet of Lot 20 and tangent to the West line of the East 7.5 feet of Lot 20 and having a radius of 25 feet.

Less and except therefrom that area previously dedicated by Miami-Dade County Resolution No. R-79-11 as recorded in Official Record Book 27606 at Page 3454 of the Public Records of Miami-Dade County, Florida.

Lying and being in the City of Miami, Miami-Dade County, Florida. Section 1, Township 54 South, Range 41 East.

Notes:

1) The bearings shown hereon relate to an assumed bearing of S 03°27'14" W along the City of Miami monument line of N.W. 2nd Avenue.
2) Ordered by: MCM
3) Authentic copies of this sketch and legal description must bear the embossed seal of the attesting professional land surveyor.

LEGEND:

—℄—	DENOTES CENTER LINE
—M—	DENOTES MONUMENT LINE
P.B.	DENOTES PLAT BOOK
PG.	DENOTES PAGE
D.C.R.	DENOTES DADE COUNTY RECORDS
R	DENOTES RADIUS
D	DENOTES CENTRAL ANGLE OR DELTA
A	DENOTES ARC DISTANCE

SHEET 2 OF 2 SHEETS

Schwebke-Shiskin & Associates, Inc.
LAND SURVEYORS--ENGINEERS--LAND PLANNERS -- 3240 CORPORATE WAY--MIRAMAR, FL 33025
PHONE No.(954)435-7010 FAX-No. (954)438-3288

ORDER NO. 199327
DATE: 10/18/2011
THIS IS NOT A " BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION.

MARK STEVEN JOHNSON, SEC/TREASURER
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

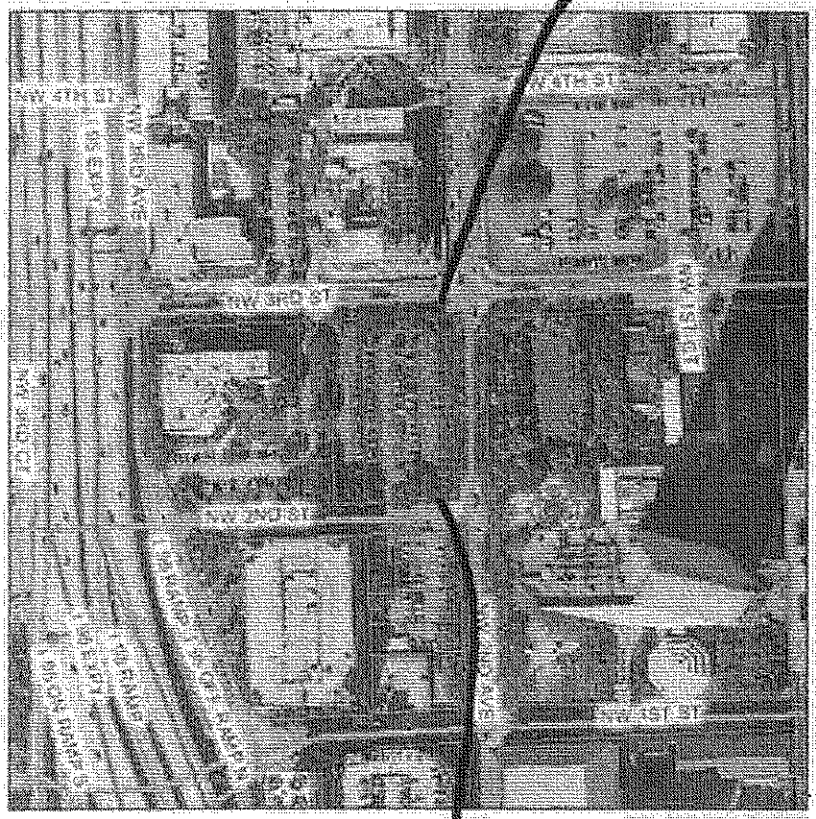
My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map

Easement Area



Aerial Photography - 2009

0 — 131 ft

This map was created on 12/20/2011 3:27:57 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.

Easement Area

Close

Summary Details:

Folio No.:	01-0109-050-1010
Property:	220 NW 3 ST
Mailing Address:	MIAMI-DADE COUNTY GSA R/E MGMT-DGC PARKING LOT 111 NW 1 ST STE 2480 MIAMI FL 33128-1929

Property Information:

Primary Zone:	6000 GOVERNMENT & INSTITUTIONS
CLUC:	0080 VACANT LAND GOVERNMENT
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	45,000 SQ FT
Year Built:	0
Legal Description:	MIAMI NORTH PB B-41 ALL LOTS 1 THRU 3 & ALL LOTS 18 THRU 20 BLK95 A/K/A PARC 32 THRU 34 & 41 THRU 43 PARKING LOT

Assessment Information:

Year:	2011	2010
Land Value:	$585,000	$900,000
Building Value:	$0	$0
Market Value:	$585,000	$900,000
Assessed Value:	$585,000	$900,000

Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$585,000/$0	$900,000/$0
County:	$585,000/$0	$900,000/$0
City:	$585,000/$0	$900,000/$0
School Board:	$585,000/$0	$900,000/$0

14