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

MEMORANDUM

Agenda Item No. 8(O)(1)

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

DATE: October 2, 2012

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

SUBJECT: Resolution authorizing the execution of an eighteen foot wide non-exclusive temporary grant of easement to Williams Island Venture, LLC for ingress thereto and egress therefrom on property located at 19400 Northeast 10 Avenue, Miami, Florida 33179

Resolution No. R-802-12

The accompanying resolution was prepared by the Water & Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

/

Memorandum

MIAMI-DADE COUNTY

Date: October 2, 2012

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution authorizing the execution of a non-exclusive temporary grant of easement for an eighteen foot wide ingress-egress easement on property owned by the County at 19400 Northeast 10 Avenue to Williams Island Venture, LLC

Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a non-exclusive temporary grant of easement for an eighteen foot wide ingress-egress easement on property owned by the County and used by the Miami-Dade Water and Sewer Department (WASD) located at 19400 Northeast 10 Avenue, Miami, FL. The easement will be granted to Williams Island Venture, LLC.

Scope
This agenda item is a non-exclusive temporary grant of easement for an eighteen foot wide ingress-egress easement located in District 1.

Fiscal Impact/Funding Source
There is a positive fiscal impact of $10.00 to the County as there is a one-time payment in the amount of $10.00 from Williams Island Venture, LLC to the County for the temporary easement. A funding source is not required as the County is the recipient of the one-time payment of $10.00.

Track Record/Monitor
WASD's Real Estate Manager will record this grant of easement in the public records of Miami-Dade County.

Background
Williams Island Venture, LLC has requested an eighteen foot wide non-exclusive temporary grant of easement on Folio Number 30-2206-000-0070.

Williams Island Venture, LLC is doing a construction and development project on land it owns that is adjacent to the County's Property. Williams Island Venture, LLC needs a non-exclusive temporary easement from the County with the full right of ingress thereto and egress therefrom in order to access its own property while the construction and development project is going on. The non-exclusive temporary easement will be located fifteen feet from the east side of the fence that bounds Pump Station #318, and under the terms of the grant of easement, Williams Island Venture, LLC will ensure that the County continues to have unblocked access to the pump station at all times.

This grant of easement will be for a period of five years. Williams Island Venture, LLC shall be responsible for the maintenance and repair of the easement property during the term of the easement or until abandonment of the easement, whichever comes first.

for

County Manager/Deputy Mayor
Alina T. Hudak

MEMORANDUM

(Revised)

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

DATE: October 2, 2012

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

SUBJECT: Agenda Item No. 8(O)(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(O)(1)
10-2-12

RESOLUTION NO. R-802-12

RESOLUTION AUTHORIZING THE EXECUTION OF AN EIGHTEEN FOOT WIDE NON-EXCLUSIVE TEMPORARY GRANT OF EASEMENT TO WILLIAMS ISLAND VENTURE, LLC FOR INGRESS THERETO AND EGRESS THEREFROM ON PROPERTY LOCATED AT 19400 NORTHEAST 10 AVENUE, MIAMI, FLORIDA 33179

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 an eighteen foot wide non-exclusive temporary grant of easement to Williams Island Venture, LLC for ingress thereto and egress therefrom on Miami-Dade Property located at 19400 Northeast 10 Avenue, Miami, Florida 33179, Folio Number 30-2206-000-0070.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 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. SED

Sarah E. Davis

Folio # 30-2206-000-0070
Return to: Sara Leu
3071 S.W. 38th Avenue, Room 538-5
Miami, Florida 33146

GRANT OF EASEMENT

TEMPORARY 18-FOOT INGRESS – EGRESS EASEMENT

THIS INDENTURE, is made this ___ day of _____, 2012, between **MIAMI-DADE COUNTY,** a political subdivision of the State of Florida, whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33133-0316, hereinafter called **GRANTOR,** and **WILLIAMS ISLAND VENTURE, LLC,** a Florida limited liability company, whose mailing address is: 1951 N.W. 19th Street, Suite 200, Boca Raton, Florida 33431, hereinafter called **GRANTEE;**

W I T N E S S E T H:

THAT, the GRANTOR, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, has granted and does hereby grant to the GRANTEE, its successors and assigns, the right and privilege of an **eighteen-foot (18) wide non-exclusive temporary easement for ingress/egress purposes** on the property of the GRANTOR, shown and described on EXHIBIT "A" attached hereto and made a part hereof (hereinafter called the "EASEMENT"). The EASEMENT is being granted in order to access a property owned by the GRANTEE that is adjacent to the EASEMENT, during the construction and development of said property, with the full right of ingress thereto and egress therefrom on the express condition that it is used for the express purposes provided herein.

The GRANTEE shall use the right of ingress thereto and egress therefrom across the EASEMENT so as not to conflict with normal operations of the GRANTOR. The GRANTEE shall keep a controlled access through a locked gate on the south side of the EASEMENT as it

now exists. Additionally the GRANTEE shall assure permanent unblocked access to the GRANTOR's facilities (Pump Station # 318) located on the property owned by the GRANTOR.

The GRANTOR shall have full right to enter upon the EASEMENT, at any time when normal operations or emergency repairs are needed for the facilities of the GRANTOR located under and on the EASEMENT with full right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities and all appurtenances thereto, and/or sewage transmission and collection facilities and all appurtenant equipment. Additionally, the GRANTOR shall have the full right to remove or demolish, with no obligation to repair or replace same, any obstructions placed on the EASEMENT, including pavers and asphalt pavement as may be necessary. This EASEMENT shall be used for ordinary vehicular/pedestrian unobstructed access; therefore, neither GRANTOR nor GRANTEE shall erect any improvements or other facilities upon the EASEMENT that may impair the flow of traffic over and across same or which may impact or affect the water and sewer facilities of the GRANTOR already located on and under the EASEMENT.

The GRANTOR shall ensure the EASEMENT area will be unobstructed, the access on the north side of the EASEMENT shall be unlocked at all times and free from obstacles such as trees, curbs, walls, poles or signs that prevents vehicular access from NE 10th Avenue to the GRANTOR'S property and FACILITIES.

The GRANTEE, during the course of construction and development of the property owned by the GRANTEE adjacent to the EASEMENT and/or during the term of this EASEMENT, shall not encroach upon the remaining property of the GRANTOR beyond the boundaries of the EASEMENT.

This temporary EASEMENT shall be granted for a period of five (5) years after execution of this EASEMENT by the Miami-Dade County Mayor or his designee. Should the construction and development of the property owned by the GRANTEE adjacent to the EASEMENT be substantially completed or should the EASEMENT be abandoned or discontinued by the GRANTEE before this five (5) year period expires, the EASEMENT will automatically cease and be surrendered without the necessity of any further action by GRANTOR and GRANTEE will no longer have any access rights to the EASEMENT.

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 it is responsible for the maintenance and repair of the EASEMENT property during the five (5) year term of the EASEMENT or until abandonment of the EASEMENT by GRANTEE, whichever occurs first. The GRANTEE agrees that nothing herein shall create any liability for the GRANTOR beyond the scope of Section 768.28 Florida Statutes, as currently in effect or as lawfully amended in the future. By acceptance of this instrument, the GRANTEE agrees to indemnify and hold harmless the GRANTOR from any 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 use of this EASEMENT and from the construction and development of the property owned by the GRANTEE adjacent to the EASEMENT.

All notices, requests, consents and other communications required or permitted under this EASEMENT shall be in writing 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 GRANTOR:
Miami-Dade Water and Sewer Department
Attn: Director
3071 SW 38th Avenue, 5th Floor
Miami, Florida 33146

WITH COPIES TO:
Miami-Dade County
County Attorney
111 N.W. 1st Street, Suite 2810
Miami, FL 33128

TO GRANTEE:
WILLIAMS ISLAND VENTURE, LLC
1951 N.W. 19th Street, Suite 200
Boca Raton, Florida 33431

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 of transmission with confirmed receipt if by telex, telef or other telegraphic method; (3) 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 (4) one day after mailing by any form of overnight mail service.

IN WITNESS WHEREOF, the parties hereto have executed this EASEMENT by their duly authorized officers on the date first written above.

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Board

By:_____
Carlos A. Gimenez
County Mayor

WITNESSETH:

By: Neil Eisner

NEIL EISNER
Typed or print name

By: Eileen Canavan

Eileen Canavan
Typed or print name

WILLIAMS ISLAND VENTURE, LLC
Firm Name (Place Corporate Seal)

By:_____
President

ARTHUR FALCONE, MANAGER
Print name

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 05 day of July, 2012 by Arthur Falcone, as President of Williams Island Venture, LLC, a Florida limited liability company and he is personally known to me.

_____
NOTARY PUBLIC - STATE OF FLORIDA

Approved as to form
and legal sufficiency.

Sarah E Gallegos Delgado 7/27/12
Assistant County Attorney

CORA DIFIORE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD975373
Expires 5/7/2014

9

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
OF AN 18 FOOT WIDE INGRESS-EGRESS EASEMENT

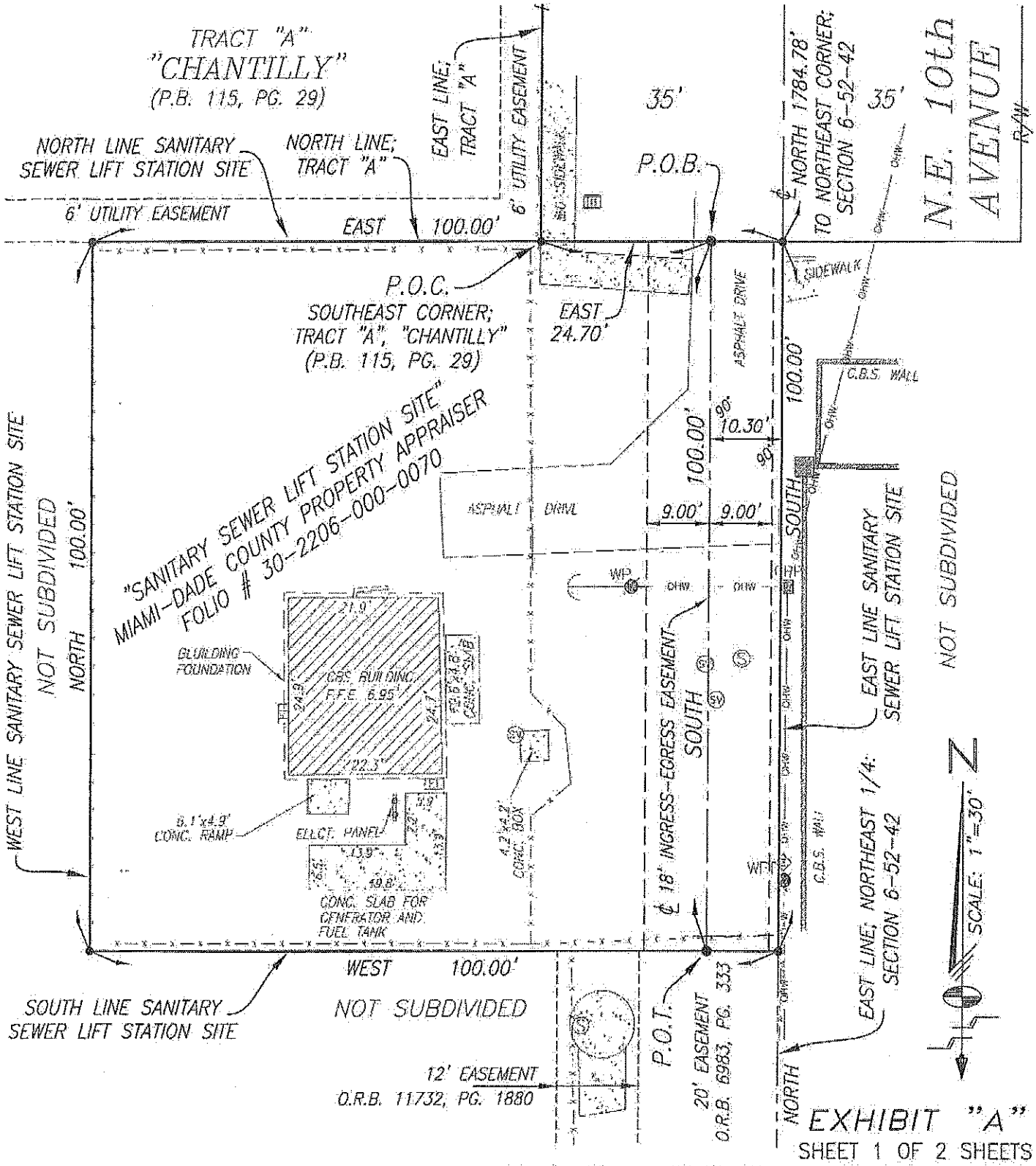


EXHIBIT "A"

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. 199571

DATE: JANUARY 24, 2012

THIS IS NOT A "BOUNDARY SURVEY"

CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

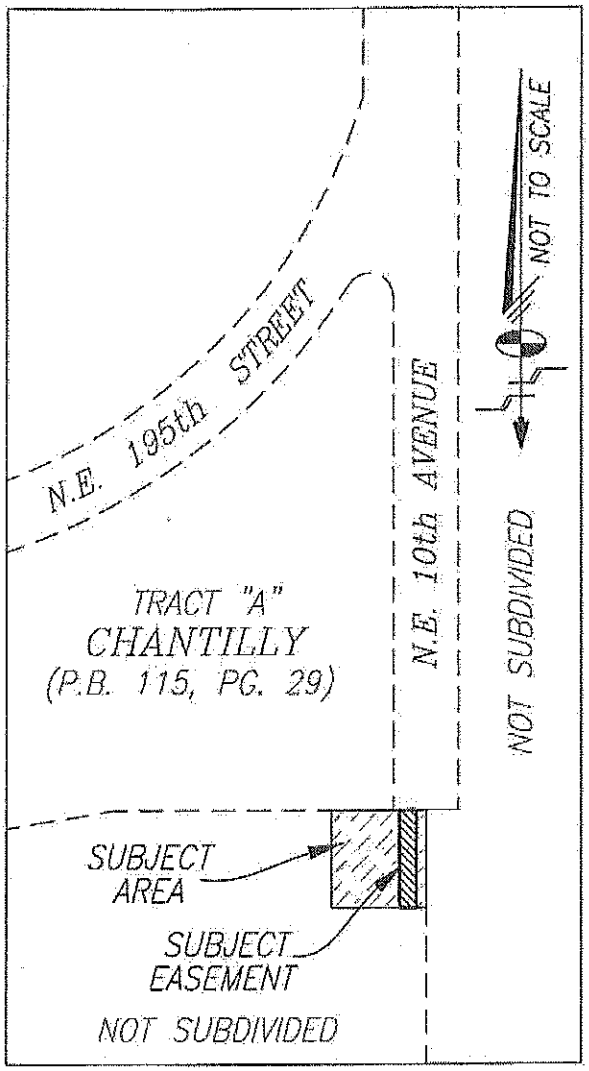
RONALD A. FRITZ, ASSISTANT VICE PRESIDENT

FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767

REVISIONS

K:\065242\LIFT STATION\LEGALS\DWG\INGRESS-EGRESS EASMT.dwg

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
OF AN 18 FOOT WIDE INGRESS-EGRESS EASEMENT



LOCATION MAP
A PORTION OF SECTION 6,
TOWNSHIP 52 SOUTH, RANGE 42 EAST

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST BEING AN 18.00 FOOT WIDE STRIP OF LAND LYING 9.00 FEET ON EACH SIDE OF AND PARALLEL WITH THE FOLLOWING DESCRIBED CENTERLINE AND LYING WITHIN THE LIMITS OF THE PROPERTY KNOWN AS "SANITARY SEWER LIFT STATION SITE" BEING DESCRIBED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER'S OFFICE AS FOLIO NUMBER 30-2206-000-0070; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "A", ACCORDING TO THE PLAT OF "CHANTILLY", AS RECORDED IN PLAT BOOK 115, AT PAGE 29, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE EAST, ALONG THE SOUTH LINE OF SAID TRACT "A" AND ITS EASTERLY PROLONGATION FOR 24.70 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE OF AN 18.00 FOOT WIDE INGRESS-EGRESS EASEMENT; SAID LAST DESCRIBED COURSE ALSO BEING COINCIDENT WITH THE NORTH LINE OF SAID "SANITARY SEWER LIFT STATION SITE"; THENCE SOUTH, ALONG A LINE THAT IS PARALLEL WITH AND 10.30 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID "SANITARY SEWER LIFT STATION SITE", FOR 100.00 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE; SAID EAST LINE BEING COINCIDENT IN PART WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF SAID SECTION 6; SAID POINT OF TERMINATION BEING ON THE SOUTH LINE OF SAID "SANITARY SEWER LIFT STATION SITE" HAVING A BEARING OF WEST AND PASSING THROUGH SAID POINT OF TERMINATION; SAID SOUTH LINE BEING 100.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF AFORESAID TRACT "A"; ALL LYING AND BEING IN THE NORTHEAST 1/4 OF SAID SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1) BEARINGS AS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF EAST, AS SHOWN ON THE SOUTH LINE OF TRACT "A" OF THE HEREIN REFERENCED PLAT OF "CHANTILLY".

2) ORDERED BY: WILLIAM ISLAND VENTURES, LLC.

3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR AND MAPPER.

LEGEND:

P.B.	DENOTES PLAT BOOK
O.R.B.	DENOTES OFFICIAL RECORDS BOOK
PG.	DENOTES PAGE
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
P.O.T.	DENOTES POINT OF TERMINATION
℄	DENOTES CENTER LINE
R/W	DENOTES RIGHT-OF-WAY

EXHIBIT "A"
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. 199571
DATE: JANUARY 24, 2012
THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:
RONALD A. FRITZ, ASSISTANT VICE PRESIDENT
FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767

REVISIONS

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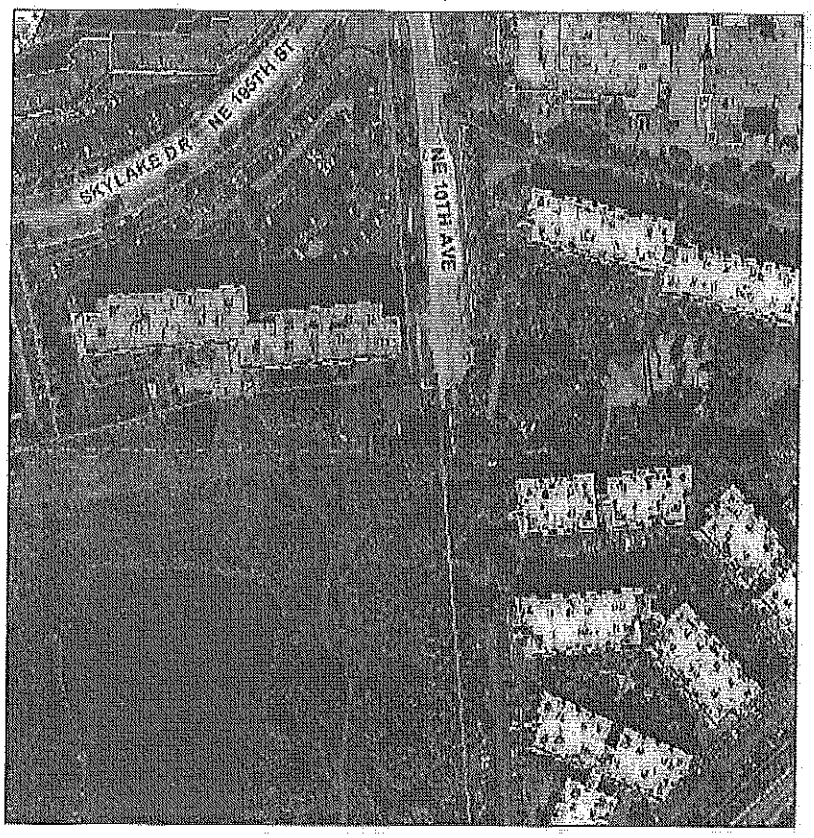
My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Aerial Photography - 2009 0 112 ft

This map was created on 7/20/2012 9:38:52 AM for reference purposes only.

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Summary Details:

Folio No.:	30-2206-000-0070
Property:	19400 NE 10 AVE
Mailing Address:	MIAMI-DADE COUNTY WATER AND SEWER 3071 SW 38 AVE MIAMI FL 33146-1520

Property Information:

Primary Zone:	8900 UNZONED
CLUC:	0047 DADE COUNTY
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	550
Lot Size:	10,018.80 SQ FT
Year Built:	1974
Legal Description:	6 52 42 .23 AC BEG AT X OF E/L OF SEC & 915FTS OF S/R/W/L 195 ST CONT S100FT W100FT N100FT E100FT

Assessment Information:

Year:	2011	2010
Land Value:	$2,760	$2,760
Building Value:	$16,782	$16,994
Market Value:	$19,542	$19,754
Assessed Value:	$19,542	$19,754

Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$19,542/$0	$19,754/$0
County:	$19,542/$0	$19,754/$0
School Board:	$19,542/$0	$19,754/$0

Close