

## MEMORANDUM

Agenda Item No. 8(K)(1)

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**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** July 1, 2014

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

**SUBJECT:** Resolution authorizing the conveyance of a Non-Exclusive Easement to Peoples Gas System, a Division of Tampa Electric Company, in conjunction with the Dante Fascell and Three Round Towers Public Housing Developments

Resolution No. R-604-14

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The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

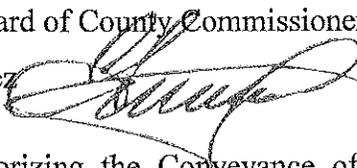
RAC/smm

# Memorandum



**Date:** July 1, 2014

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Authorizing the Conveyance of Non-Exclusive Utility Easement to Peoples Gas System, a Division of Tampa Electric Company, for Dante Fascell and Three Round Towers Developments

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the conveyance of non-exclusive utility easement to Peoples Gas System, a Division of Tampa Electric Company (Peoples Gas) for the installation, maintenance and repair of natural gas facilities referred to as "Facilities" in, on, over, under, across and along the specified easement for Dante Fascell and Three Round Towers public housing project sites as noted on the Grant of Non-Exclusive Utility Easement (Easement), which is attached to the Resolution. This Easement is necessary to provide gas service to Dante Fascell from Three Round Towers.

## **Scope**

The extent of the easement is more specifically noted on each Sketch of Legal Description for 2936 N.W. 17 Avenue and 2920 N.W. 18 Avenue, Miami-Dade County, Florida. These two public housing developments are located in District 3 represented by Commissioner Audrey M. Edmonson.

## **Fiscal Impact/Funding Source**

There is no fiscal impact to the County. The cost of this work is funded by the Dante Fascell Developer, LLC (Developer) as part of their master development agreement with Miami-Dade County (County).

## **Track Record/Monitor**

This project will be monitored by Jorge R. Cibran, Director of Facilities & Development for Public Housing and Community Development (Department).

## **Background**

Request for Proposals No. 794 was issued on July 14, 2011 to solicit offers from developers to maximize and expedite the development potential of over 100 existing public housing sites and vacant land sites administered by the Department. The solicitation sought to establish partnerships with qualified entities to rehabilitate/upgrade existing public housing units, remove and replace obsolete public housing units, increase the number of units on underutilized sites, develop vacant land owned by the County, and also incorporate commercial and other special purpose uses, where appropriate, at particular public housing sites or vacant land sites. Additionally, the Department sought to replace its older units with new contemporary designs that resemble market-rate units (regardless of whether these are public housing, affordable or market-rate units) and incorporate creative and sustainable design solutions.

Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
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On November 23, 2011, the Board, pursuant to Resolution No. R-1026-11, awarded site control through ground leases to six (6) developers for twenty-eight (28) project sites, which included award of the Dante Fascell site to the Developer.

Disposition approval was received from the United States Department of Housing and Urban Development on December 21, 2012. A Master Development Agreement was executed by the County with Developer, as authorized by Resolution No. R-1020-12. The scope of work includes major rehabilitation/upgrade of all 151 existing public housing units, common areas, and site.

In order to provide natural gas supply to the Dante Fascell site, the County must provide a new utility gas easement from the existing gas easement at the Three Round Towers public housing site, located directly across the street from the Dante Fascell site.

Peoples Gas has requested non-exclusive easement as delineated in the Resolution's attachment. The Department has no objection to the proposed easement.

Attachments



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Russell Benford  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** July 1, 2014

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

**SUBJECT:** Agenda Item No. 8(K)(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 Mayor'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(K)(1)  
7-1-14

RESOLUTION NO. R-604-14

RESOLUTION AUTHORIZING THE CONVEYANCE OF A NON-EXCLUSIVE EASEMENT TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, TO CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR, REPLACE, RECONSTRUCT, INSPECT AND REMOVE AT ANY TIME AND FROM TIME TO TIME A NATURAL GAS FACILITIES REFERRED TO AS "FACILITIES" IN, ON, OVER, UNDER, AND ACROSS PROPERTIES OWNED BY MIAMI-DADE COUNTY LOCATED AT 2936 N.W. 17 AVENUE AND 2920 N.W. 18 AVENUE, MIAMI, FLORIDA IN CONJUNCTION WITH THE DANTE FASCELL AND THREE ROUND TOWERS PUBLIC HOUSING DEVELOPMENTS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENT

**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 Non-Exclusive Utility Easement to Peoples Gas System, a Division of Tampa Electric Company, for the installation, maintenance, and repair of natural gas facilities referred to as "Facilities" in, on, over, under and across Miami-Dade County-owned properties located at 2936 N.W. 17 Avenue and 2920 N.W. 18 Avenue, Miami, Florida, in conjunction with Dante Fascell and Three Round Towers Public Housing Developments, in substantially the form attached hereto and incorporated by reference; authorizes the County Mayor or County Mayor's designee to execute said non-exclusive easement for and on behalf of Miami-Dade County and to exercise all provisions therein; and pursuant to Resolution No. R-974-09, directs the County Mayor or the County Mayor's designee to record the instruments of

non-exclusive easement conveyance accepted herein in the Public Records of Miami-Dade County, Florida; directs the County Mayor or the County Mayor's designee to provide a recorded copy of the instruments to the Clerk of the Board within thirty (30) days of the execution of said instruments; and directs the Clerk of the Board to attach and permanently store recorded copies together with this resolution.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of July, 2014. 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

**Christopher Agrippa**

By: \_\_\_\_\_  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

Terrence A. Smith

Prepared by: Joe Romano  
Peoples Gas System  
702 N. Franklin Street  
Tampa, FL 33602

Space Reserved for Clerk

**GRANT OF NON-EXCLUSIVE UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that **MIAMI-DADE COUNTY, FLORIDA**, (the "**Grantor**") whose address is 111 NW 1st St., Miami, FL 33128, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY**, a Florida corporation (the "**Grantee**") whose principal address is P. O. Box 2562, Tampa, Florida 33601, and to its successors and assigns, a non-exclusive perpetual easement (the "**Easement**") for the installation, maintenance and repair of natural gas facilities (the "**Facilities**"), over, under and upon a portion of the parcel of land owned by the Grantor described on Exhibit "A" attached hereto (the "**Grantor's Parcel**").

The width of the Easement (the "**Easement Area**") shall be ten (10) feet encompassing the Facilities as installed. The approximate location of the Easement Area is shown on the drawing attached hereto as Exhibit "A".

1. Use: Grantee's use of the Easement shall at all times be in compliance with all Federal, State and local laws, regulations, ordinances and statutes.

2. Repair by Grantee. Grantee shall promptly repair any damage to the Easement, or any other property not owned by Grantee, caused by Grantee exercising its rights under this agreement including without limitation, landscaping, ground cover, planting, roadways, driveways, sidewalks, parking areas and structures. In the event that Grantee, its employees, agents or contractors cause damage to the Easement in the exercise of the privilege granted herein, Grantee agrees to restore the Easement parcel so damaged to its original condition and grade. Notwithstanding the foregoing, Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the utility easement parcel provided that it does or will not directly interfere with the Grantee's Facilities; Grantor further acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (F.S.8556), that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Grantee's Facilities.

3. Relocation: The Grantee agrees upon the request of Grantor to relocate its Facilities, over, under and upon subject parcel at the expense of Grantor with the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included abinitio.

4. Entire Agreement: This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Non-Exclusive Easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, Sealed and Delivered  
in the presence of:

**GRANTOR:**  
**MIAMI-DADE COUNTY, FLORIDA**

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Print or Type Name

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ He/She personally appeared before me, is personally known to me or has produced \_\_\_\_\_ as identification and who did ( did not ) take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name  
Commission Expires:

Signed Seal and Delivered  
in the presence of:

**GRANTEE:**  
**PEOPLES GAS SYSTEM, A DIVISION OF  
TAMPA ELECTRIC COMPANY,  
a Florida corporation**

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
J. A. Kickliter  
Director of Real Estate

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF HILSBOROUGH

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by J.A. Kickliter, Director of Real Estate, on behalf of the corporation. He personally appeared before me, is personally known to me.

(SEAL)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name  
Commission Expires:

SKETCH OF LEGAL DESCRIPTION  
TECO PEOPLES GAS

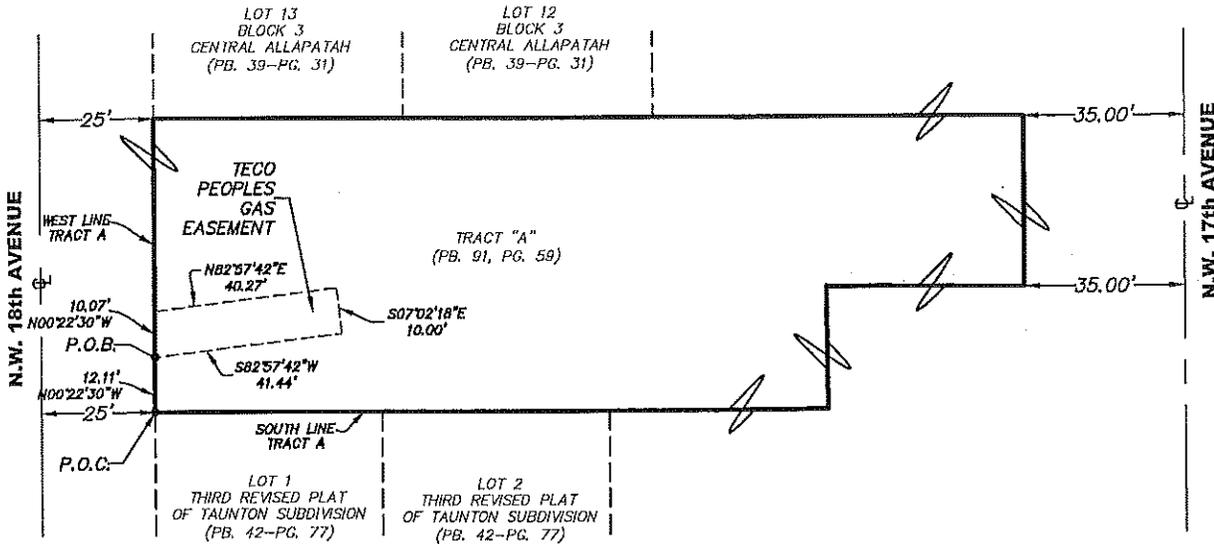
EXHIBIT A

A portion of land in the N.E. ¼, Section 27, Township 53 South, Range 41 East  
City of Miami, Miami-Dade County, Florida.

Scale 1" = 40'

For: DANTE FASCELL PRESERVATION, LLC  
Address: 2936 N.W. 17th Ave, Miami, FL 33142

A TECO Peoples Gas easement located in Tract "A" of E.D.C. SUBDIVISION, according to the Plat thereof as recorded in Plat Book 91, Page 59, of the Public Records of Miami-Dade County, Florida, more particularly described as follows: Commence at the Southwest corner of Tract "A"; thence N00°22'30"W for 12.11 feet to the Point of Beginning of said easement; thence continue N00°22'30"W for 10.07 feet; thence N82°57'42"E for 40.27 feet; thence S07°02'18"E for 10.00 feet; thence S82°57'42"W for 41.44 feet to the Point of Beginning.



Date: 03 / 19 / 2014

This Sketch is not a Boundary Survey.  
Not valid without the signature and the original raised seal  
of a Florida licensed surveyor and mapper.

PREPARED BY:

RENE AIGUESVIVES  
PROFESSIONAL SURVEYOR AND  
MAPPER No. 4327. State of Florida.

11-15243

ABBREVIATIONS:

P.O.C. = Denotes Point of Commencement

P.O.B. = Denotes Point of Beginning

Bearings based on Plat Meridian (reference) WEST & N00°22'30"W

Not valid unless  
it bears the  
signature and the  
original raised  
seal of Florida  
licensed Surveyor  
and Mapper.

Alvarez, Aiguesvives and Associates, Inc.  
L.B. No. 6867  
Surveyors, Mappers and Land Planners  
5701 S.W. 107th Avenue # 204, Miami, FL 33173  
Phone 305-220-2424 Fax 305-552-8181

SKETCH OF LEGAL DESCRIPTION  
TECO PEOPLES GAS

EXHIBIT A

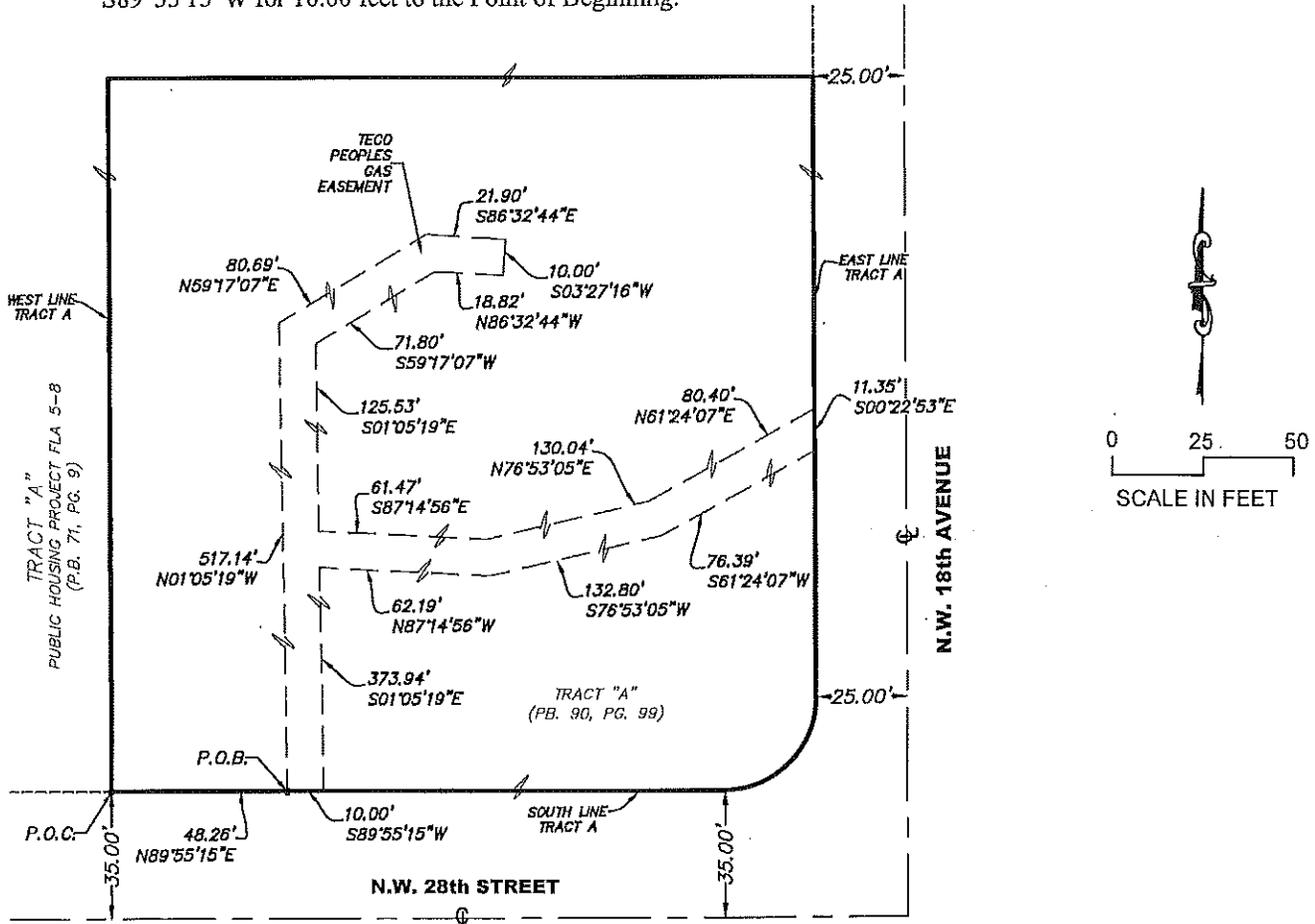
A portion of land the N.E. ¼ of Section 27, Township 53 South, Range 41 East  
City of Miami, Miami-Dade County, Florida.

Scale 1" = 50'

For: THREE ROUND TOWER PRESERVATION  
Address: 2920 N.W. 18th Avenue, Miami, FL 33142

A TECO Peoples Gas easement located in Tract A, FORMAN SUBDIVISION, according to the Plat thereof as recorded in Plat Book 90, Page 99, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of Tract "A"; thence N89°55'15"E for 48.26 feet to the Point of Beginning; thence N01°05'19"W for 517.14 feet; thence N59°17'07"E for 80.69 feet; thence S86°32'44"E for 21.90 feet; thence S03°27'16"W for 10.00 feet; thence N86°32'44"W for 18.82 feet; thence S59°17'07"W for 71.80 feet; thence S01°05'19"E for 125.53 feet; thence S87°14'56"E for 61.47 feet; thence N76°53'05"E for 130.04 feet; thence N61°24'07"E for 80.40 feet; thence S00°22'53"E for 11.35 feet; thence S61°24'07"W for 76.39 feet; thence S76°53'05"W for 132.80 feet; thence N87°14'56"W for 62.19 feet; thence S01°05'19"E for 373.94 feet; thence S89°55'15"W for 10.00 feet to the Point of Beginning.



Date: 03 / 19 / 2014  
This Sketch is not a Boundary Survey.  
Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

PREPARED BY:

  
RENE AGUIRESVIVES  
PROFESSIONAL SURVEYOR AND  
MAPPER No. 4327, State of Florida.

11-15244

ABBREVIATIONS:

P.O.C. = Denotes Point of Commencement

P.O.B. = Denotes Point of Beginning

Bearings based on Assumed Meridian (reference) EAST & N00°22'30"W

Not valid unless it bears the signature and the original raised seal of Florida licensed Surveyor and Mapper.

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