

MEMORANDUM

Agenda Item No. 8(O)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 18, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an agreement to exchange property between Miami-Dade County and the City of Miami Gardens pursuant to section 125.37, Florida Statutes, for the purpose of exchanging 875 square feet of property owned by the County located at 20591 N.W. 30 Court, Miami Gardens, Florida for 875 square feet of property owned by the City of Miami Gardens located at 20601 N.W. 32 Avenue, Miami Gardens, Florida, needed for the relocation of the Miami-Dade Water and Sewer Department's Pump Station 442; authorizing the County Mayor to execute the agreement for exchange of property, to exercise any and all rights conferred therein, and to take all other actions necessary to effectuate same; and authorizing the Chairperson or Vice-Chairperson of the Board to execute a County Deed and to accept conveyance of the property to be received from the City of Miami Gardens and to record said deeds in the public records of Miami-Dade County

Resolution No. R-504-21

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Vice-Chairman Oliver G. Gilbert, III.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: May 4, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
County Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Authorizing an Agreement to Exchange Property between Miami-Dade County and the City of Miami Gardens Pursuant to Section 125.37, Florida Statutes, and Authorizing Execution of a County Deed

Recommendation

It is recommended that the Board of County Commissioners (the “Board”) approve the attached resolution authorizing Miami Dade County (the “County”), pursuant to Section 125.37, Florida Statutes, to enter into an agreement (Agreement) with the City of Miami Gardens (the “City”) in order to exchange 875 square feet of County-owned property (“County Property”) for 875 square feet of City-owned property (“City Property”). The property exchange is needed to upgrade and relocate County-owned Pump Station No. 442 (“PS 442”) and comply with the Consent Decree requirements. A copy of the Agreement is attached to the Resolution as Exhibit 1.

Scope

The County Property is located at 20591 N.W. 30 Court, Miami Gardens, Florida, and the City Property is located at 20601 N.W. 32 Avenue, Miami Gardens, Florida. Both properties are within the City’s Buccaneer Park, which is located in County Commission District 1 and is represented by Commissioner Oliver G. Gilbert, III.

Fiscal Impact/Funding Source

The County Property is assessed at \$10,241.00. The City Property, which is part of Buccaneer Park, is valued at \$2,581.00. There is a difference of approximately \$7,660.00 in value between the County and City Properties. The County needs the City Property in order to comply with the Consent Decree requirements. Copies of the Property Appraiser’s Summary Reports for both properties are attached hereto as Exhibit 1.

Track Record/Monitor

Lilian Blore, Real Estate Manager for WASD, will manage the administration of the exchange of properties.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor’s designee to execute the attached Agreement for Exchange of Property and to exercise any and all rights conferred therein. It also authorizes the Chairperson or Vice-Chairperson of the Board execute the attached County Deed.

Background

Pursuant to Section 24-42.3 of the Code of Miami-Dade County and the Consent Decree entered into in 2013 by the County, the United States Environmental Protection Agency (USEPA), the

State of Florida and the Florida Department of Environmental Protection (FDEP), WASD created the Pump Station Improvement Program (“PSIP”) to upgrade the wastewater collection and transmission system, including WASD’s pump stations and force mains. As part of the Consent Decree, WASD’s PS 442 must be upgraded by December 31, 2021. In addition to improvements to PS 442, the upgrade will also provide greater sewer capacity to the surrounding area.

In order to provide WASD with better access to PS 442 and to lessen disruptions to patrons of Buccaneer Park, the County and the City have agreed to exchange the County and City Properties. An overview of the area showing the properties to be exchanged is attached to the Agreement as Exhibit “C”.

Under the terms of the Agreement, the City will convey the City Property to the County upon execution of the Agreement so that the County can construct the new PS 442 on the subject property while abandoning the existing PS 442 currently on the County Property. Once the new PS 442 has been certified by the Miami-Dade County Department of Regulatory and Economic Resources and has been placed into service, the County will complete demolition of the existing PS 442. Additionally, the County will undertake various improvements required by the Agreement to the County Property prior to conveying the County Property to the City within 90 days of certification of the new PS 442.

The property to be conveyed by the County to the City, bearing Folio No. 34-1133-011-0880, is identified as Exhibit “A” to the Agreement. The property to be conveyed by the City to the County is a portion of Folio No. 34-1133-024-0010 and is identified as Exhibit “B” to the Agreement. The County Property will be conveyed by County Deed, and the City Property will be conveyed by City Deed.

Pursuant to Section 125.37, Florida Statutes, whenever, in the opinion of the Board, the County holds and possesses any real property, not needed for County purposes, and such property may be to the best interest of the County exchanged for other real property, which the County may desire to acquire for County purposes, the Board is authorized and empowered to make such an exchange. As required by Section 125.37, Florida Statutes, notice of the exchange of these properties has been published once a week for at least 2 weeks in a newspaper of circulation within the County.

The City Council approved the Agreement on July 8, 2020 via Ordinance 2020-003-422 attached hereto as Exhibit 2.



Jimmy Morales
Chief Operations Officer



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/16/2020

Property Information	
Folio:	34-1133-024-0010
Property Address:	20601 NW 32 AVE Miami Gardens, FL 33056-0000
Owner	CITY OF MIAMI GARDEN
Mailing Address	18605 NW 27 AVE MIAMI GARDENS, FL 33056 USA
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	8940 MUNICIPAL : MUNICIPAL
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	4,440 Sq.Ft
Living Area	4,440 Sq.Ft
Adjusted Area	4,120 Sq.Ft
Lot Size	229,561 Sq.Ft
Year Built	2018



Assessment Information			
Year	2020	2019	2018
Land Value	\$677,205	\$677,205	\$482,078
Building Value	\$407,880	\$389,340	\$80,954
XF Value	\$661,730	\$663,037	\$175,501
Market Value	\$1,746,815	\$1,729,582	\$738,533
Assessed Value	\$1,746,815	\$1,729,582	\$593,280

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction			\$145,253
Municipal	Exemption	\$1,746,815	\$1,729,582	\$593,280
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
BUCCANEER PARK	
PB 129-69	
TR A	
LOT SIZE 5.27 AC M/L	
F/A/U 30-1133-024-0010	

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$1,746,815	\$1,729,582	\$593,280
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$1,746,815	\$1,729,582	\$738,533
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$1,746,815	\$1,729,582	\$593,280
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$1,746,815	\$1,729,582	\$593,280
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
09/01/2004	\$0	22694-2585	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/16/2020

Property Information	
Folio:	34-1133-011-0880
Property Address:	20591 NW 30 CT Miami Gardens, FL 33056-1301
Owner	MIAMI-DADE COUNTY WATER AND SEWER
Mailing Address	3071 SW 38 AVE MIAMI, FL 33146-1520
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	875 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$10,241	\$10,241	\$7,301
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$10,241	\$10,241	\$7,301
Assessed Value	\$4,579	\$4,163	\$3,785

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$5,662	\$6,078	\$3,516
County	Exemption	\$4,579	\$4,163	\$3,785

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
33 51 41 .02 AC M/L LAKEWOOD ESTS PB 75-84 TRACT A LOT SIZE 25.000 X 35 F/A/U 30-1133-011-0880	

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$4,579	\$4,163	\$3,785
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$10,241	\$10,241	\$7,301
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$4,579	\$4,163	\$3,785
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$4,579	\$4,163	\$3,785
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

EXHIBIT 2

ORDINANCE NO. 2020-003-422

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THAT EXCHANGE OF PROPERTY AGREEMENT IN SUBSTANTIAL FORM AS THAT AGREEMENT ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TRANSFER OF THAT CERTAIN CITY-OWNED PROPERTY GENERALLY LOCATED AT 20601 N.W. 32 AVENUE, MIAMI GARDENS, FLORIDA, KNOWN AS BUCCANEER PARK, BEARING FOLIO NO. 34-1133-024- 0010 TO MIAMI-DADE COUNTY IN EXCHANGE FOR 875 SQUARE FEET OF REAL PROPERTY LOCATED WITHIN BUCCANEER PARK AT 20591 N.W. 30 COURT, MIAMI GARDENS, FLORIDA, BEARING FOLIO NO. 34- 1133-011-0880 OWNED BY MIAMI-DADE COUNTY; PROVIDING FOR INSTRUCTIONS TO THE MAYOR, CITY MANAGER, CITY ATTORNEY AND CITY CLERK; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens ("City") is the fee simple owner of certain real property located 20601 N.W. 32 Avenue, Miami Gardens, Florida, known as Buccaneer Park, bearing Folio No. 34-1133-024- 0010 ("Buccaneer Park Property"), and

WHEREAS, the Miami-Dade County ("County") is the fee simple owner of 875 square feet of real property located within Buccaneer Park at 20591 N.W. 30 Court, Miami Gardens, Florida, bearing Folio No. 34- 1133-011-0880 ("County Property"), and

WHEREAS, the Miami-Dade Water and Sewer Department ("WASD") owns and operates Pump Station 442, which is located on the County Property, and

WHEREAS, pursuant to section 24-42.3 of the Code of Miami-Dade County and the Consent Decree between the County and the United States Environmental Protection Agency, the State of Florida and the Florida Department of Environmental Protection entered into in 2013, the County established a Pump Station Improvement Program in order to carry out upgrades to the County's wastewater collection and transmission system, including the County's pump stations and force mains, and

WHEREAS, in order to bring Pump Station 442 into compliance with the requirements and regulations set forth in the Consent Decree, the County must complete upgrades to Pump Station 442 by December 31, 2020, and

WHEREAS, as part of the upgrades, the County is proposing to remove and relocate Pump Station 442, at its sole cost and expense, to an area within the Buccaneer Park Property that would provide WASD with better access to the new

upgraded Pump Station 442 and would decrease the number of disruptions to Buccaneer Park patrons, and

WHEREAS, as part of upgrading Pump Station 442, the County will also design and construct Pump Station 442 to have greater sewer capacity for the surrounding area, and

WHEREAS, in order to accommodate the relocation of the new upgraded Pump Station 442, the City has agreed to convey a parcel of the Buccaneer Park Property ("City Property") to the County, and

WHEREAS, in exchange for the City conveying the City Property to the County, the County will convey the County Property to the City at no cost to either Party, and

WHEREAS, the Parties acknowledge and agree that the property exchange involves properties of similar size and value, and

WHEREAS, the City has requested, and the County has agreed to provide, certain improvements as a condition to the exchange of Properties, and

WHEREAS, pursuant to Section 125.37, Florida Statutes, the City desires to convey the City Property to the County in exchange for the County conveying the County Property to the City, and

WHEREAS, the County will fund all costs associated with the upgrades, removal and relocation of Pump Station 442 and will own, operate and maintain Pump Station 442 going forward, and

WHEREAS, upon completion of the relocation of Pump Station 442 and upon receiving certification from the Miami-Dade County Department of Regulatory and Economic Resources ("RER"), the County will convey the County Property to the City within ninety (90) days from receipt of the RER certification, and

WHEREAS, City Staff recommends the City Council approve the Exchange of Property Agreement in substantial form, authorize the Mayor, City Manager and City Attorney to finalize the Agreement, and to execute any and all documents necessary to exchange property with Miami-Dade County, and

WHEREAS, in accordance with Section 4.3 of the City of Miami Gardens Charter, an ordinance is required to convey any lands of the City,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. AUTHORIZATION: The City Council hereby authorizes the City Manager to finalize and execute that certain Exchange of Property Agreement attached hereto as Exhibit "A." The City Council further authorizes the City Manager, City Attorney and City Clerk to take all steps necessary to effectuate the exchange of the property, including drafting any amendments to the Agreement that may be necessary.

Section 3: AUTHORIZATION: The City Council hereby authorizes the Mayor to execute all documents that may be necessary to effectuate the exchange of property referenced in the attached Exchange of Property Agreement.

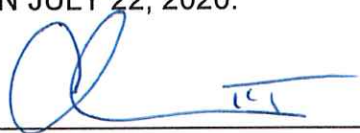
Section 4. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

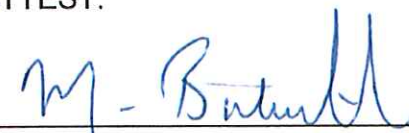
PASSED ON FIRST READING ON THE 8th DAY OF JULY, 2020.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JULY 22, 2020.



OLIVER GILBERT III, MAYOR

ATTEST:



MARIO BATAILLE, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: Mayor Gilbert
Seconded by: Councilwoman Odom

VOTE: 7-0

<i>Mayor Gilbert</i>	<i>Yes</i>
<i>Vice Mayor/Council Member Harris</i>	<i>Yes</i>
<i>Council Member Ighodaro</i>	<i>Yes</i>
<i>Council Member Odom</i>	<i>Yes</i>
<i>Council Member Leon</i>	<i>Yes</i>
<i>Council Member Williams Jr.</i>	<i>Yes</i>
<i>Council Member Wilson</i>	<i>Yes</i>



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 18, 2021

FROM: 
Gen Bonzon-Keenan
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
- _____ Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- _____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	_____	Mayor	Agenda Item No. 8(O)(1)
Veto	_____		5-18-21
Override	_____		

RESOLUTION NO. R-504-21

RESOLUTION APPROVING AN AGREEMENT TO EXCHANGE PROPERTY BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI GARDENS PURSUANT TO SECTION 125.37, FLORIDA STATUTES, FOR THE PURPOSE OF EXCHANGING 875 SQUARE FEET OF PROPERTY OWNED BY THE COUNTY LOCATED AT 20591 N.W. 30 COURT, MIAMI GARDENS, FLORIDA FOR 875 SQUARE FEET OF PROPERTY OWNED BY THE CITY OF MIAMI GARDENS LOCATED AT 20601 N.W. 32 AVENUE, MIAMI GARDENS, FLORIDA, NEEDED FOR THE RELOCATION OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT’S PUMP STATION 442; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT FOR EXCHANGE OF PROPERTY, TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAME; AND AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE A COUNTY DEED AND TO ACCEPT CONVEYANCE OF THE PROPERTY TO BE RECEIVED FROM THE CITY OF MIAMI GARDENS AND TO RECORD SAID DEEDS IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY

WHEREAS, Miami-Dade County (the “County”) is the owner of a parcel of land totaling 875 square feet, located at 20591 N.W. 30 Court, Miami Gardens, Florida, bearing Folio Number 34-1133-011-0880 (the “County Property”), as more specifically described on Exhibit A to the Agreement for Exchange of Property between Miami-Dade County and the City of Miami Gardens (the “Agreement”), which is attached hereto as Exhibit 1; and

WHEREAS, the Miami-Dade Water and Sewer Department’s (“WASD’s”) Pump Station 442 (“PS 442”) is located on the County Property; and

WHEREAS, the City of Miami Gardens (the “City”) is the owner of a parcel of land totaling 875 square feet, located at 20601 N.W. 32 Avenue, Miami Gardens, Florida, bearing Folio Number 34-1133-024-0010 (the “City Property”), as more specifically described on Exhibit B to the Agreement attached hereto as Exhibit 1; and

WHEREAS, both the County Property and the City Property are located within Buccaneer Park, a public park belonging to the City; and

WHEREAS, pursuant to Section 24-42.3 of the Code of Miami-Dade County and the 2013 Consent Decree between the County and the United States Environmental Protection Agency (USEPA), the State of Florida and the Florida Department of Environmental Protection (FDEP), WASD established a Pump Station Improvement Program in order to carry out upgrades to WASD’s wastewater collection and transmission system, including pump stations and force mains; and

WHEREAS, in order to comply with the requirements and regulations set forth in the Consent Decree, WASD must upgrade PS 442 by December 31, 2021; and

WHEREAS, during the design phase for the PS 442 upgrade project, it was determined that it would be in the best interests of both the County and the City to relocate PS 442 from the County Property to the City Property in order to provide WASD with better access to the pump station and to decrease the number of disruptions to the Buccaneer Park patrons; and

WHEREAS, during the process of upgrading and relocating PS 442, the pump station will also be designed and built to have a greater sewer capacity for the surrounding area; and

WHEREAS, based on the Property Appraiser’s records, the County Property is valued at \$10,241.00, and the City’s Property is valued at \$2,581.00; and

WHEREAS, the County needs the City Property in order to complete the upgrade and relocation of PS 442 in order to comply with the Consent Decree; and

WHEREAS, because the County does not require the County Property for a County purpose, the County desires to exchange the County Property for the similarly-sized City Property at no cost, pursuant to Section 125.37, Florida Statutes; and

WHEREAS, the City has agreed to exchange the City Property for the County Property at no cost; and

WHEREAS, immediately upon execution of the Agreement, the City will convey the City Property to the County via City Deed, in substantially the form attached to the Agreement as Exhibit E; and

WHEREAS, upon conveyance of the City Property to the County, the County will complete the relocation of PS 442 to the City Property and will demolish the existing PS 442 on the County Property; and

WHEREAS, within 90 days of certification of the new PS 442, the County has agreed to:

- (1) complete several improvements to the County Property that are set forth in the Agreement, and
- (2) convey the County Property to the City via County Deed, in substantially the form attached to the Agreement as Exhibit D; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying background 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:

Section 1. The Board adopts and incorporates the foregoing recitals and accompanying background memorandum as if fully set forth herein.

Section 2. The Board hereby approves, pursuant to Section 125.37, Florida Statutes, conveyance of the County Property to the City in exchange for conveyance of the City Property to the County, in phases, as described in the Whereas clauses above. The County shall convey the County Property to the City via County Deed, in substantially the form attached to the Agreement as Exhibit D, and the City shall convey the City Property to the County via City Deed, in substantially the form attached to the Agreement as Exhibit E.

Section 3. The Board finds that, pursuant to Section 125.37 of the Florida Statutes: (a) the County Property is not needed for County purposes, and (b) conveyance of the County Property to the City in exchange for conveyance of the City Property to the County is in the best interests of the County.

Section 4. The Board authorizes the County Mayor or County Mayor's designee to execute the Agreement with the City, in substantially the form attached hereto as Exhibit 1.

Section 5. The Board authorizes the Chairperson or the Vice-Chairperson to execute a statutory County Deed conveying the County Property to the City and authorizes the Chairperson or Vice-Chairperson of the Board to accept a City Deed from the City conveying the City Property to the County and to file said deeds in the public records of Miami-Dade County.

Section 6. Pursuant to Resolution No. R-974-09, the Board: directs (a) the County Mayor or County Mayor's designee to record said instruments of conveyance accepted herein in the public records of Miami-Dade County, Florida and to provide a recorded copy of the instruments to the Clerk of the Board within thirty (30) days of execution of said instruments, and (b) the Clerk of the Board to attach and permanently store a recorded copy of the instruments together with this resolution.

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

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

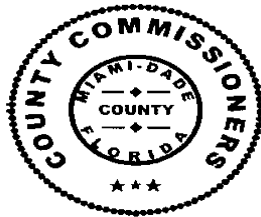
The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of May, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis

EXHIBIT 1

AGREEMENT FOR EXCHANGE OF PROPERTY BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI GARDENS

THIS AGREEMENT (hereinafter "Agreement") is entered into and made effective this ____ day of _____, 2021 ("Effective Date"), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter, the "County") and the **CITY OF MIAMI GARDENS**, a municipal corporation of the State of Florida (hereinafter, the "City", and collectively with the County, the "Parties").

RECITALS

WHEREAS, the City is the fee simple owner of certain real property located 20601 N.W. 32 Avenue, Miami Gardens, Florida, known as Buccaneer Park, bearing Folio No. 34-1133-024-0010 (hereinafter, the "Buccaneer Park Property"); and

WHEREAS, the County is the fee simple owner of 875 square feet of real property located within Buccaneer Park at 20591 N.W. 30 Court, Miami Gardens, Florida, bearing Folio No. 34-1133-011-0880 (hereinafter, the "County Property"), as depicted and legally described in Exhibit "A"; and

WHEREAS, the Miami-Dade Water and Sewer Department (hereinafter, "WASD") owns and operates Pump Station 442, which is located on the County Property; and

WHEREAS, pursuant to section 24-42.3 of the Code of Miami-Dade County and the Consent Decree between the County and the United States Environmental Protection Agency, the State of Florida and the Florida Department of Environmental Protection entered into in 2013, the County established a Pump Station Improvement Program in order to carry out upgrades to the County's wastewater collection and transmission system, including the County's pump stations and force mains; and

WHEREAS, in order to bring Pump Station 442 into compliance with the requirements and regulations set forth in the Consent Decree, the County must complete upgrades to Pump Station 442 by December 31, 2021; and

WHEREAS, as part of the upgrades, the County is proposing to remove and relocate Pump Station 442, at its sole cost and expense, to an area within the Buccaneer Park Property that would provide WASD with better access to the new upgraded Pump Station 442 and would decrease the number of disruptions to Buccaneer Park patrons; and

WHEREAS, as part of upgrading Pump Station 442, the County will also design and construct Pump Station 442 to have greater sewer capacity for the surrounding area; and

WHEREAS, in order to accommodate the relocation of the new upgraded Pump Station 442, the City has agreed to convey a parcel of the Buccaneer Park Property to the County; and

WHEREAS, the parcel to be conveyed by the City to the County (the "City Property") totals 875 square feet and is depicted and legally described in Exhibit "B"; and

WHEREAS, in exchange for the City conveying the City Property to the County, the County will convey the County Property to the City at no cost to either Party; and

WHEREAS, the Parties acknowledge and agree that the property exchange involves properties of similar size and value; and

WHEREAS, the City has requested, and the County has agreed to provide, certain improvements as a condition to the exchange of Properties as listed below in the Agreement; and

WHEREAS, pursuant to Section 125.37, Florida Statutes, the City desires to convey the City Property to the County in exchange for the County conveying the County Property to the City; and

WHEREAS, the County will fund all costs associated with the upgrades, removal and relocation of Pump Station 442 and will own, operate and maintain Pump Station 442 going forward; and

WHEREAS, the City will convey the City Property to the County immediately upon execution of this Agreement so that the County can begin relocation of Pump Station 442; and

WHEREAS, upon completion of the relocation of Pump Station 442 and upon receiving certification from the Miami-Dade County Department of Regulatory and Economic Resources ("RER"), the County will convey the County Property to the City within ninety (90) days from receipt of the RER certification,

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

TERMS:

1. INCORPORATION OF RECITALS.

The foregoing Recitals are true and correct and are hereby incorporated herein by reference. If there is a conflict between any of the Recitals and the Terms of this Agreement, the Terms set forth below shall control.

2. PROPERTY TO BE EXCHANGED AND INTEREST CONVEYED.

A) The County Property.

The County hereby promises and agrees to convey to the City by County Deed the County Property, which bears the following legal description:

All of Tract "A" of "LAKEWOOD ESTATES", according to the plat thereof, as recorded in Plat Book 75 at page 84 of the Public Records of Miami-Dade County, Florida.

Containing 875 square feet, more or less, by calculations.

B) The City Property.

The City hereby promises and agrees to convey to the County by City Deed the City Property, which bears the following legal description:

A parcel of land being a portion of Tract "A" of "BUCCANEER PARK", according to the plat thereof, as recorded in Plat Book 129, Page 69 of the Public Records of Miami-Dade County, Florida, and being particularly described as follows:

COMMENCE at the point of intersection of the South Line of said Tract "A" with the West Right of Way Line of N.W. 30th Avenue; thence N 01°49'13"W, along said West Right of Way Line, a distance of 15.00 feet, to the point of intersection with the North Line of the 15-foot-wide Access Easement as shown on said plat of "BUCCANEER PARK", said point being the POINT OF BEGINNING; thence continue N 01°49'13" W, along said West Right of Way Line, a distance of 20.00 feet; thence S 87°49'42" W, a distance of 43.75 feet; thence S 01°49'13" E, a distance of 20.00 feet, to the point of intersection with said North Line of the 15-foot-wide Access Easement; thence N 87°49'42" E, along said North Line of the Access Easement, a distance of 43.75 feet, to the POINT OF BEGINNING.

Containing 875 square feet, more or less, by calculations.

3. CONSIDERATION FOR EXCHANGE.

As a material inducement and consideration for the City to enter into this Agreement, the County hereby agrees to perform certain improvements in Buccaneer Park. In accordance with the terms and conditions of this Agreement, prior to conveying the County Property to the City, the County will:

- A. Provide and install grass pavers that are made with 100% recycled plastic structures that will sit below a real grass surface to allow for vehicular traffic without damage to the grass root while enhancing the environment on a portion of the existing ingress/egress utility easement, starting at the right of way line/back of sidewalk of NW 30 Avenue and running west for a distance of forty-four feet and a width of 10 feet. This area will be maintained by WASD.

- B. Provide and install a gate within the ingress/egress utility easement at a point forty-four feet from the right of way line/back of sidewalk to limit public access from the park to Pump Station 442. The gate will provide access to other utilities that may need to service their facilities.
- C. Replace the existing landscape hedge within Buccaneer Park located along the property line between Buccaneer Park and the residential property located to the south at 20581 NW 30 Court from the right of way line/back of sidewalk to the end of the north property line of the residential property for a distance of approximately 100 feet.
- D. Prune the root of the existing tree adjacent to the Pump Station 442 in order to protect the tree and accommodate construction activities.
- E. Relocate the electrical transformer within the fenced area that encloses the Pump Station 442.
- F. Remove any and all above ground and below ground County improvements not needed for the operation and maintenance of the replacement lift station as required by the City of Miami Gardens Public Works Department, to exclude the asbestos cement pipe that shall be abandoned in place.
- G. New underground force main and electrical conduits shall be installed via directional drilling methods.
- H. Restore the parcel of land described per attached Exhibit A including the installation of sod and irrigation.
- I. Restore any and all areas disturbed by construction of the new lift station or demolition of the existing lift station to its preconstruction state or better.
- J. Enclose the new lift station improvements with a black powder-coated steel picket fence.

4. NO CASH CONSIDERATION.

For purposes of this Agreement, it is understood and agreed that no cash consideration will be paid by either Party.

5. FAIR EXCHANGE OF PROPERTIES.

The County and the City agree it is the intent of the Parties hereto that this transaction does not represent individual sales of properties, but to the contrary, it is one interdependent transaction, constituting a fair exchange of properties for good and valuable consideration. A diagram showing both parcels relative to one another within Buccaneer Park is attached hereto as Exhibit "C".

6. PROPERTY AND POSSESSION.

Immediately upon execution of this Agreement by both Parties, the City will deliver to the County a fully executed City Deed in substantially the same form as attached hereto as Exhibit "D" for the City Property in "AS IS, WHERE IS CONDITION."

The County will deliver to the City a fully executed County Deed for the County Property within ninety (90) days after the completion of the Pump Station 442 upgrades and receipt of

RER certification. The County Deed will be in substantially the form attached hereto as Exhibit "E".

7. DISCLOSURE.

The County warrants that there are no facts which materially and adversely affect the value of the County Property, the physical conditions of the County Property and/or which would inhibit, prevent or discourage the City or any future City from utilizing the County Property for the City's intended and anticipated uses.

The City warrants that there are no facts which materially and adversely affect the value of the City Property, the physical conditions of the City Property and/or which would inhibit, prevent or discourage the City or any future County from utilizing the City Property for the County's intended and anticipated uses.

8. LITIGATION.

If the City or the County incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be entitled to recover any and all such costs and expenses, including but not limited to, court costs and reasonable attorney fees incurred during litigation, including any trials and appeals.

9. NO WAIVER OF SOVEREIGN IMMUNITY.

Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the City or the County's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

10. ASSIGNMENT.

The Agreement shall not be assigned, transferred or otherwise conveyed to any other Party in whole or in part, without prior written consent of both the County and the City.

11. NOTICES.

Any notice required or permitted to be given under this Agreement, unless otherwise agreed to herein, shall be delivered by hand, by the United States Post Office, sent Certified Mail, Return Receipt Requested, postage pre-paid, or by a nationally recognized overnight delivery service (such as FedEx), with the requirement of signature confirmation upon delivery, and addressed as described below, and all such notices will be deemed effective or received only upon receipt or refusal of delivery.

Notice to the City: Cameron D. Benson, City Manager
 City of Miami Gardens
 18605 NW 27 Avenue
 Miami Gardens, FL 33056

With a copy to: Sonja K. Dickens, Esq., City Attorney
18605 NW 27 Avenue
Miami Gardens, FL 33056

Notice to the County: Miami-Dade County
Water and Sewer Department
Director
3071 SW 38 Avenue
Miami, Florida 33147

With a copy to: Miami-Dade County
Chief, Intergovernmental Affairs
3071 SW 38 Avenue, Suite 156
Miami, Florida 33128

12. SUCCESSOR IN INTEREST.

All of the terms of this Agreement, including but not limited to, the representations, warranties and covenants of the Parties, shall be binding upon and shall inure to the benefit of the Parties and their respective successors, administrators and assigns.

13. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or representations relating to its subject matter. This Agreement cannot be amended, modified, or altered, except by written agreement executed by all the Parties.

14. GOVERNING LAW.

This Agreement has been negotiated and executed in Florida. The Parties hereby agree that this Agreement shall be construed and governed in accordance with the laws of the State of Florida, without application of conflict of laws principles, and venue shall be in Miami-Dade County, Florida.

15. SAVINGS CLAUSE.

In the event any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, ineffective, unenforceable or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16. NUMBERS AND GENDER.

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

17. HEADINGS.

The headings or captions in this Agreement are inserted for the convenience of reference only and shall not be deemed to alter any provision of this Agreement or affect its meaning or construction.

18. EXHIBITS.

All references in this Agreement to exhibits, schedules, paragraphs, subparagraphs and sections refer to the respective subdivisions of this Agreement, unless the reference expressly identifies another document.

19. BROKERAGE.

There are no brokerage fees or commissions payable with respect to the conveyance of the County Property to the City and/or of the City Property to the County.

20. SURVIVAL.

All representations and warranties made in the Agreement, and all obligations in this Agreement, which by their terms must be performed after the transfer or conveyance, shall survive the transfer or conveyance.

21. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and by each Party on a separate but identical counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

[THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first hereinabove written, and they intend to be legally bound hereby to all of the terms and conditions of this Agreement.

CITY OF MIAMI GARDENS, A
FLORIDA MUNICIPAL CORPORATION

By: 

Oliver G. Gilbert, III
Mayor

ATTEST:


Mario Bataille, CMC
City Clerk

Approved as to Form:


Sonja K. Dickens, Esq.,
City Attorney

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

By: _____

Carlos A. Gimenez
County Mayor

ATTEST:

HARVEY RUVIN, CLERK

By: _____

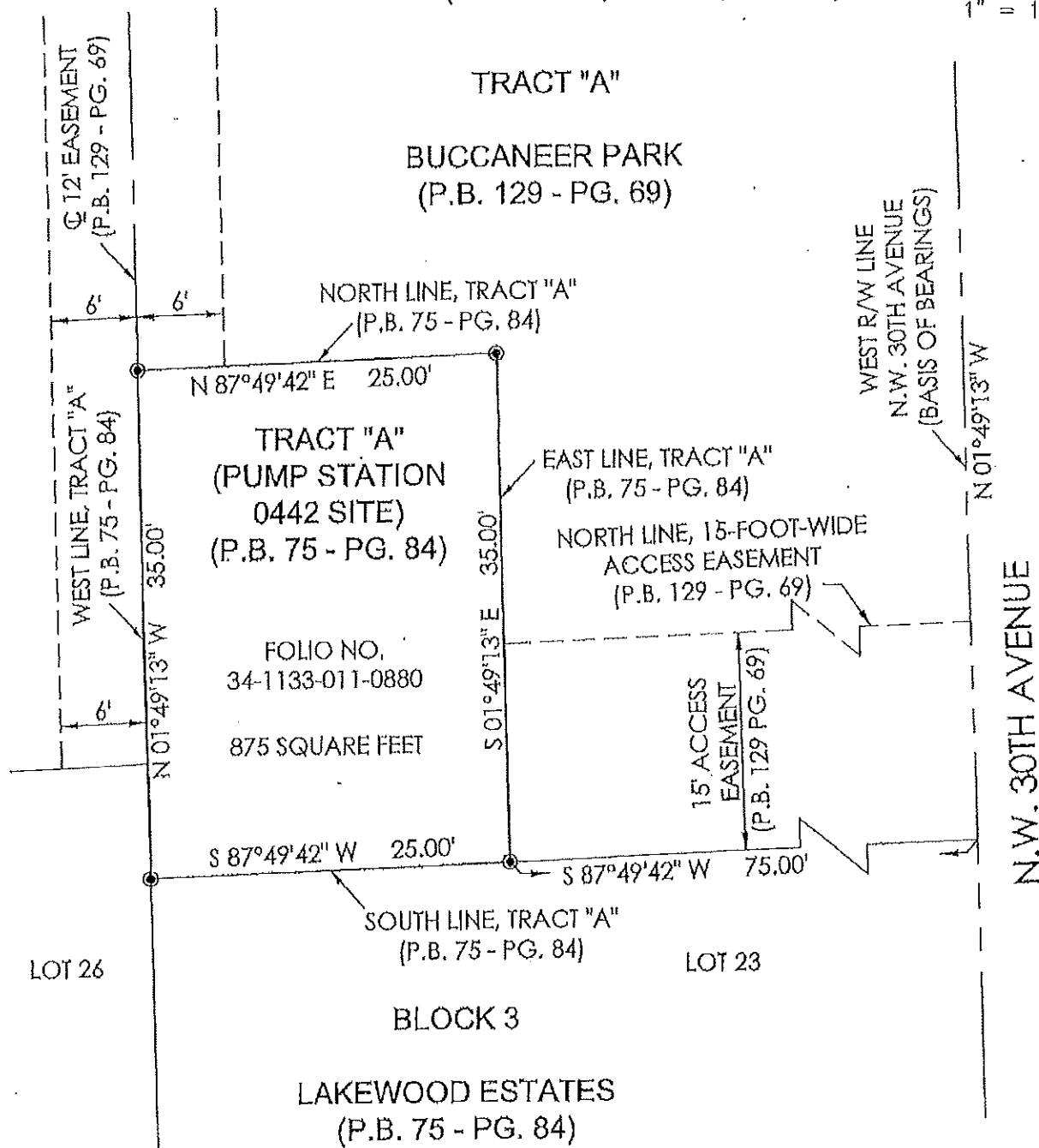
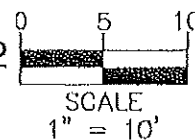
Deputy Clerk

Approved for form and legal sufficiency:

Assistant County Attorney

EXHIBIT A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EXTISTING MIAMI-DADE WATER & SEWER PS-0442
PROPERTY (TRACT "A", P.B. 75, PG. 84)



LEGEND:

CL = CENTERLINE
R/W = RIGHT OF WAY
P.B. = PLAT BOOK
PG. = PAGE

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE

SURVEYORS

7769 NW 48TH STREET, SUITE 376, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)613-6680 * WWW.LONGITUDESURVEYORS.COM

JOB No. 16427.0.00 PAGE 1 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EXTISTING MIAMI-DADE WATER & SEWER PS-0442
PROPERTY (TRACT "A", P.B. 75, PG. 84)

LEGAL DESCRIPTION:

The existing property of Miami-Dade Water and Sewer Department's Pump Station No. 0442, being more particularly described as follows:

All of Tract "A" of "LAKEWOOD ESTATES", according to the plat thereof, as recorded in Plat Book 75, Page 84 of the Public Records of Miami-Dade County, Florida.

Containing 875 square feet, more or less, by calculations.

THIS IS NOT A SURVEY

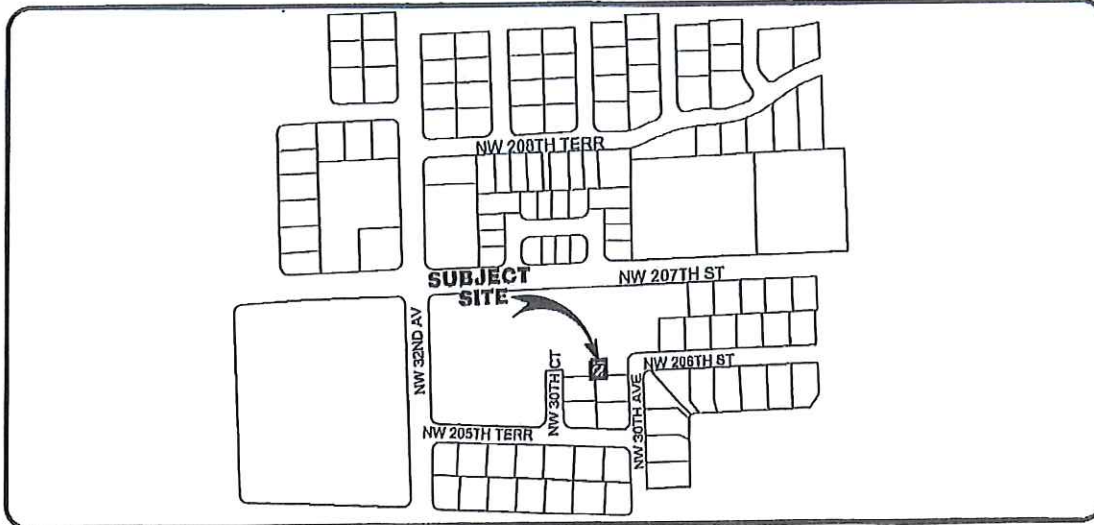
NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM
JOB No. 164270.00 PAGE 2 OF 3



SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EXTISTING MIAMI-DADE WATER & SEWER PS-0442
PROPERTY (TRACT "A", P.B. 75, PG. 84)



LOCATION MAP

(NOT TO SCALE)

SECTION 33, TOWNSHIP 51 S., RANGE 41 E.

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1. Plat of "LAKEWOOD ESTATES", recorded in Plat Book 75, at Page 84, Miami-Dade County Public Records.
2. Plat of "BUCCANEER PARK", recorded in Plat Book 129, at Page 69, Miami-Dade County Public Records.
3. Client provided Easement Plan.
4. CAD file for Sketch to Accompany Legal Description for Florida Power and Light Company Easement, prepared by Longitude Surveyors, LLC, dated January 4, 2018, Job No. 16427.0.06.

Bearings shown hereon are based upon the West Right of Way Line of N.W. 30th Avenue, with an assumed bearing of N 01°49'13" W, said line to be considered a well established and monumented line.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Limitations item with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information were furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB/335

By: Eduardo M. Suarez, PSM 1/23/20
Registered Surveyor and Mapper LS6313,
State of Florida

THIS IS NOT A SURVEY

NOTICE:

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

NOTICE: This document is not valid, full and complete without all pages.

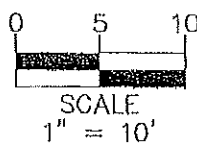
LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE: (305) 463-0912 * FAX: (305) 513-5680 * WWW.LONGITUDESURVEYORS.COM

JOB No. 16427.0.00 PAGE 3 OF 3

EXHIBIT B

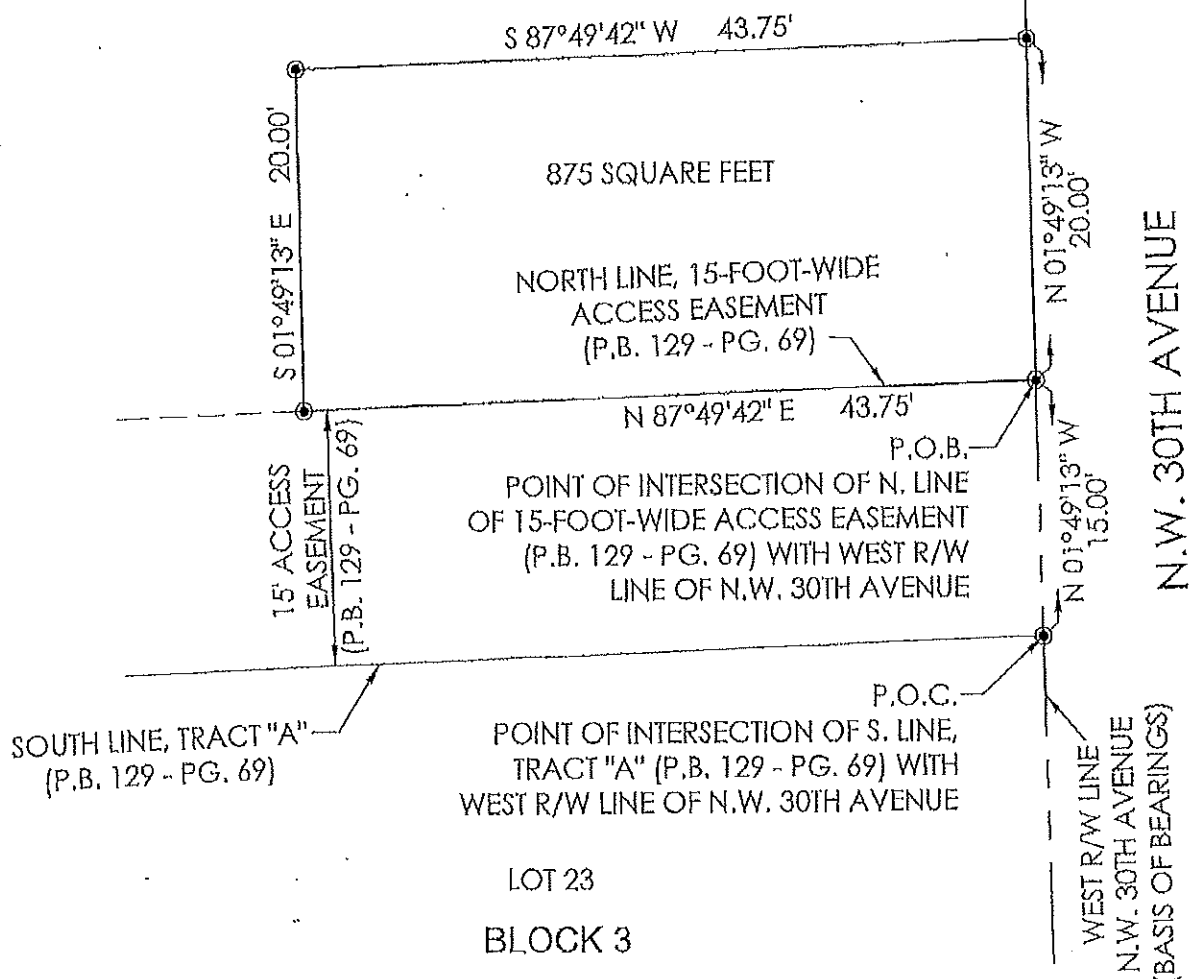
SKETCH TO ACCOMPANY LEGAL DESCRIPTION PROPOSED MIAMI-DADE WATER & SEWER PUMP STATION NO. 442 PROPERTY



TRACT "A"

BUCCANEER PARK
(P.B. 129 - PG. 69)

FOLIO NO. 34-1133-024-0010



LEGEND:

CL = CENTERLINE
 R/W = RIGHT OF WAY
 P.B. = PLAT BOOK
 PG. = PAGE
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE: (305) 463-0912 * FAX: (305) 613-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED MIAMI-DADE WATER & SEWER
PUMP STATION NO. 442 PROPERTY

LEGAL DESCRIPTION:

A parcel of land being a portion of Tract "A" of "BUCCANEER PARK", according to the plat thereof, as recorded in Plat Book 129, Page 69 of the Public Records of Miami-Dade County, Florida, and being particularly described as follows:

COMMENCE at the point of intersection of the South Line of said Tract "A", with the West Right of Way Line of N.W. 30th Avenue; thence N 01°49'13" W, along said West Right of Way Line, a distance of 15.00 feet, to the point of intersection with the North Line of the 15-foot-wide Access Easement as shown on said plat of "BUCCANEER PARK", said point being the POINT OF BEGINNING; thence continue N 01°49'13" W, along said West Right of Way Line, a distance of 20.00 feet; thence S 87°49'42" W, a distance of 43.75 feet; thence S 01°49'13" E, a distance of 20.00 feet, to the point of intersection with said North Line of the 15-foot-wide Access Easement; thence N 87°49'42" E, along said North Line of the Access Easement, a distance of 43.75 feet, to the POINT OF BEGINNING.

Containing 875 square feet, more or less, by calculations.

THIS IS NOT A SURVEY

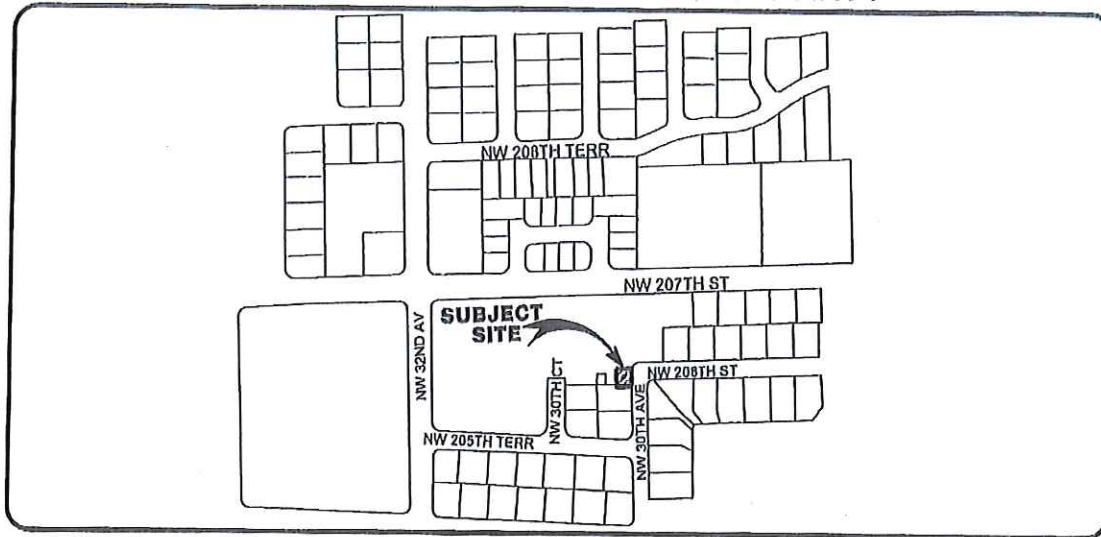
NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS

7769 NW 40TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5600 * WWW.LONGITUDESURVEYORS.COM



SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED MIAMI-DADE WATER & SEWER
PUMP STATION NO. 442 PROPERTY



LOCATION MAP

(NOT TO SCALE)

SECTION 33, TOWNSHIP 51 S., RANGE 41 E.

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1. Plat of "LAKEWOOD ESTATES", recorded in Plat Book 75, at Page 84, Miami-Dade County Public Records.
2. Plat of "BUCCANEER PARK", recorded in Plat Book 129, at Page 69, Miami-Dade County Public Records.
3. Client provided Easement Plan.
4. CAD file for Sketch to Accompany Legal Description for Florida Power and Light Company Easement, prepared by Longitude Surveyors, LLC, dated January 4, 2018, Job No. 16427.0.06.

Bearings shown hereon are based upon the West Right of Way Line of N.W. 30th Avenue, with an assumed bearing of N 01°49'13" W, said line to be considered a well established and monumented line.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Limitations item with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information were furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS, LLC, a Florida Limited Liability Company
Florida Certificate of Authorization Number 137335

By: Eduardo M. Suarez, PSM 7-28-20
Registered Surveyor and Mapper LS6313
State of Florida

NOTICE:

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

4-10-12-03-01-01

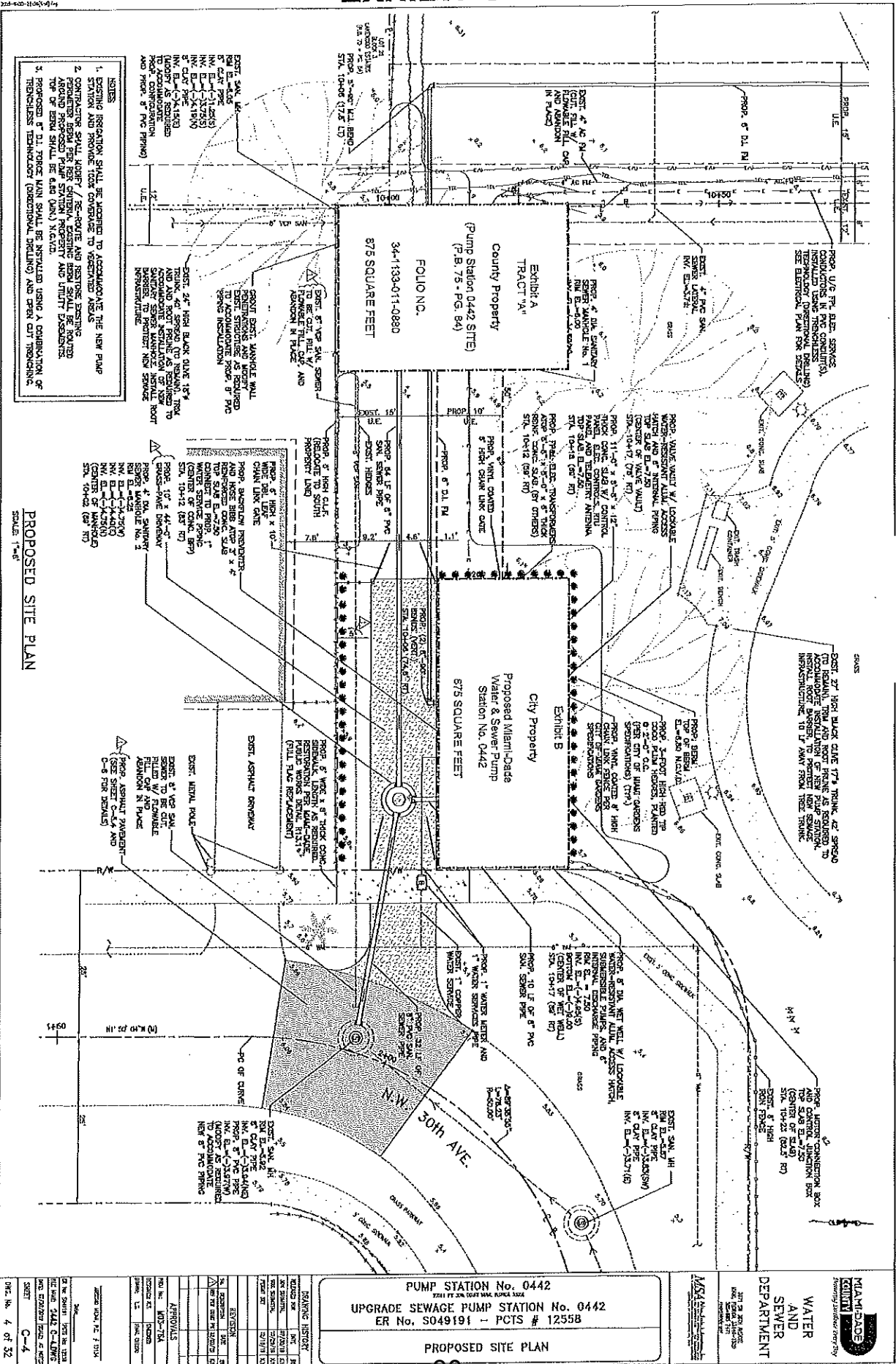


EXHIBIT D

Return to:
Miami-Dade Water & Sewer Department.
3071 S.W. 38th Avenue
Miami, FL 33146
c/o Liliana Blore

Folio No. 34-1133-011-0880

COUNTY DEED

THIS DEED, made this _____ day of _____, A.D. 20____, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is: Suite 220, Miami-Dade Government Center, 111 N.W. 1st Street, Miami, Florida 33128-1970, party of the first part, and THE CITY OF MIAMI GARDENS, a municipal corporation of the State of Florida, whose address is, 18605 N.W. 27 Avenue, Miami Gardens, Florida 33056, party of the second part,

/

WITNESSETH:

THAT the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

All of Tract "A" of "LAKEWOOD ESTATES", according to the plat thereof, as recorded in Plat Book 75, Page 84 of the Public Records of Miami-Dade County, Florida.

Containing 875 square feet, more or less, by calculations

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairwoman or Vice-Chairwoman of said Board, the day and year aforesaid.

ATTEST: HARVEY RUVIN, CLERK OF SAID BOARD By: _____ Deputy Clerk	MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, BY ITS BOARD OF COUNTY COMMISSIONERS By: _____ Audrey M. Edmonson, Chairwoman
---	--

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

EXHIBIT E

Return to:
City of Miami Gardens
18605 N.W. 27 Avenue
Miami Gardens, FL 33056

Folio No. 34-1133-024-0010

CITY DEED

THIS DEED, made this _____ day of _____, A.D. 20____, by and between THE CITY OF MIAMI GARDENS, a municipal corporation of the State of Florida, whose address is: 18605 N.W. 27 Avenue, Miami Gardens Florida, 33056, party of the first part, and MIAMI DADE COUNTY, FLORIDA a political subdivision of the State of Florida, whose address is : Suite 220, Miami-Dade Government Center, 111 N.W. 1 Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

THAT the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

A parcel of land being a portion of Tract "A" of "BUCCANEER PARK", according to the plat thereof, as recorded in Plat Book 129, Page 69 of the Public Records of Miami-Dade County, Florida, and being particularly describe follow:

COMMENCE at the point of intersection of the South Line of said Tract "A" with the West Right of Way Line of N.W. 30th Avenue; thence N 01°49'13"W, along said West Right of Way Line, a distance of 15.00 feet, to the point of intersection with the North Line of the 15-foot-wide Access Easement as shown on said plat of "BUCCANEER PARK", said point being the POINT OF BEGINNING; thence continue N 01°49'13" W, along said West Right of Way Line, a distance of 20.00 feet; thence S 87°49'42" W, a distance of 43.75 feet; thence S 01°49'13" E, a distance of 20.00 feet, to the point of intersection with said North Line of the 15-foot-wide Access Easement; thence N 87°49'42" E, along said North Line of the Access Easement, a distance of 43.75 feet, to the POINT OF BEGINNING.

Containing 875 square feet, more or less, by calculations.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

This grant conveys only the interest of the Mayor and its City Council in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name by its Mayor, acting by the Council of said Board, the day and year aforesaid.

ATTEST: MARIO BATAILLE, CITY CLERK By: _____ Deputy Clerk	CITY OF MIAMI GARDENS , a municipal corporation of the State of Florida, BY ITS MAYOR By: _____ Oliver G. Gilbert III, Mayor
--	--

The foregoing was authorized and approved by Resolution No. _____ of the
City Council of The City of Miami Gardens, Florida, on the _____ day of _____,
A.D. 20____.