

MEMORANDUM

Agenda Item No. 8(O)(1)

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

DATE: June 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an agreement for acceptance of a 1,540 square foot non-exclusive easement between Miami-Dade County and the City of South Miami for a project to install a low pressure force main sewer system at the City of South Miami Park located at 4300 S.W. 58 Avenue ("Park") in order to extend sewer services to developed commercial and industrial properties in the East Bird Road area in exchange for the construction of certain improvements estimated at \$25,000.00 at the Park; and authorizing the County Mayor to execute the agreement and to exercise all provisions contained therein

Resolution No. R-563-21

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: June 2, 2021

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

From: Honorable Daniella Levine Cava
Mayor

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

Subject: Resolution Authorizing Acceptance of a 1,540 Square Foot Non-Exclusive Easement from the City of South Miami to Miami-Dade County for sewer service extension project– Folio No. 09-4024-000-0620

Recommendation

It is recommended that the Board of County Commissioners (the “Board”) approve the attached resolution authorizing Miami-Dade County (the “County”) to enter into an agreement with the City of South Miami (the “City”) for a 1,540 square foot non-exclusive easement to the County (“Agreement”) for the Miami-Dade Water and Sewer Department (WASD). This easement is needed to extend sewer service to developed commercial and industrial properties in the East Bird Road area. The easement will allow WASD to install a low-pressure force main sewer system at the City’s South Miami Park, located at 4300 S.W. 58 Avenue, South Miami, Florida. A copy of the Agreement is attached to the Resolution as Attachment A. In exchange for the easement, the Agreement requires WASD to construct certain improvements within South Miami Park, located at 4300 S.W. 58 Avenue, South Miami, Florida (Folio No. 09-4024-000-0620) (the “City’s Property”).

Scope

The easement area is within the City’s Property, in Commission District 7, which is represented by Commissioner Raquel A. Regalado. A copy of the Property Appraiser’s Summary Report is attached as Exhibit 1 to the Agreement.

Fiscal Impact/Funding Source

The County will make several improvements to the City’s Property in exchange for the easement, which are listed and shown in the Agreement. These improvements include an entry gate and six (6) foot fence with an estimated cost of \$25,000 and will be paid for through WASD proprietary funds.

Track Record/Monitoring

Lilian Blore, Real Estate Manager for WASD, will oversee the acceptance of this easement from the City of South Miami.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor’s designee to execute the attached Agreement; to exercise any and all rights and duties conferred therein; and to record the easement in the Public Records of the Miami-Dade County.

Background

The Building Better Communities General Obligation Bond (“Bond”) Program, approved by voters on November 2, 2004, included, pursuant to Resolution R-537-14, Bond Program Project No. 17- “Countywide Water and Sewer System Enhancement” in the amount of \$222,000,000 to be used to construct main, pipeline and other enhancements to water delivery systems and to sewer collection systems to increase efficiency, capacity, quality of service, public health or fire protection. Pursuant to Resolution No. R-830-

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
Page 2

20, the total allocation to Bond Program Project No. 17 was increased to \$237,000,000. As part of the Bond Program Project No. 17, WASD identified the East Bird Road Sewer Enhancements Project 17-21 Project Site 77158 along East Bird Road (S.W. 40 Street) and S.W. 57 Avenue as an area needing sewer enhancements.

Using funds from Bond Program Project 17, WASD will construct a low-pressure force main for sewer improvements at the City’s Property. These improvements are needed in order to improve the sewer system to the surrounding area. The sewer improvements are identified as part of WASD’s Bond Program list of projects, and it is in the best interest of the County to enhance the current infrastructure.

WASD needs a 1,540 square foot easement on the City’s Property. The easement will allow WASD the right to access, install, operate and maintain a new low pressure force main that will provide services to the David Fairchild Elementary School located at 5757 S.W. 45 Street, which is adjacent to the City’s Property. As a condition for providing the non-exclusive easement, the City requested that WASD construct and pay for certain improvements to the City’s Property, estimated to cost \$25,000.

The City Commission approved the Agreement on February 2, 2021 via Ordinance 02-21-2392, which attached hereto as Exhibit 1.

Jimmy Morales
Chief Operations Officer

EXHIBIT 1

ORDINANCE NO. 02-21-2392

An Ordinance of the Mayor and City Commissioners of the City of South Miami granting a sewer easement to Miami Dade County

WHEREAS, the County, through its Miami-Dade Water and Sewer Department ("WASD"), operates and maintains the Miami-Dade County water and sanitary wastewater systems; and

WHEREAS, on June 3, 2014, the Board of County Commissioners approved via Resolution R-537-14 the Building Better Communities General Obligation Bond ("GOB") for Countywide Water and Sewer System Enhancement Program; and

WHEREAS, this GOB Program funds extensions of the sewer system to developed commercial and industrial corridors of the County; and

WHEREAS, WASD has identified a sewer improvement project as part of the GOB Program in the area along Bird Road (SW 40th Street) and SW 57 Avenue (the "Bird Road Project"); and

WHEREAS the City is the fee simple owner of certain real property located at 4300 SW 58 Avenue, South Miami, Florida, known as South Miami Park bearing Folio No. 09-4024-000-0620 (the "City Property"), as shown the "Property Appraisal Summary Report; and

WHEREAS, to complete the Bird Road Project, the County needs an easement from the City for a portion of the City Property to install a lower pressure force main sewer system; and

WHEREAS, the Bird Road Project will provide sewer service to the David Fairchild Elementary School located at 5757 S.W. 45 Street, which is adjacent to the City Property; and

WHEREAS, the County has requested, and the City has agreed, to grant a non-exclusive easement on the City Property to the County for the Bird Road Project; and

WHEREAS, the City has requested, and the County has agreed to, provide certain improvements as a condition of obtaining the non-exclusive easement; and

WHEREAS, the County will fund all costs associated with the Bird Road Project and the improvements requested by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and incorporated by reference as if fully set forth herein and as the legislative intent of this Ordinance.

Section 2. The City hereby grants a sewer easement to Miami-Dade County as set forth in the attached Sewer Easement Agreement and authorizes the City Manager to sign the Agreement.

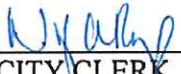
Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final ordinance for signature.

Section 4. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not affect the validity of the remaining portions of this ordinance or the Guidelines adopted hereunder.

Section 5. Effective Date. This ordinance shall become effective upon enactment.

PASSED AND ENACTED this 2nd day of February, 2021.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

1st Reading – 1/19/2021

2nd Reading – 2/2/2021

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF


CITY ATTORNEY

COMMISSION VOTE:	5-0
Mayor Philips:	Yea
Vice Mayor Welsh	Yea
Commissioner Harris:	Yea
Commissioner Liebman:	Yea
Commissioner Gil:	Yea



MEMORANDUM

(Revised)

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

DATE: June 2, 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
Veto _____
Override _____

Agenda Item No. 8(O)(1)
6-2-21

RESOLUTION NO. R-563-21

RESOLUTION APPROVING AN AGREEMENT FOR ACCEPTANCE OF A 1,540 SQUARE FOOT NON- EXCLUSIVE EASEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SOUTH MIAMI FOR A PROJECT TO INSTALL A LOW PRESSURE FORCE MAIN SEWER SYSTEM AT THE CITY OF SOUTH MIAMI PARK LOCATED AT 4300 S.W. 58 AVENUE ("PARK") IN ORDER TO EXTEND SEWER SERVICES TO DEVELOPED COMMERCIAL AND INDUSTRIAL PROPERTIES IN THE EAST BIRD ROAD AREA IN EXCHANGE FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS ESTIMATED AT \$25,000.00 AT THE PARK; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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 the Board:

Section 1. Approves the agreement ("Agreement") between the County and the City of South Miami ("City") for the acceptance of a conveyance of a 1,540 square foot non-exclusive easement in South Miami Park located at 4300 S.W. 58 Avenue, South Miami, Florida (Folio No. 09-4024-000-0620) (the "City's Property") from the City to the County for the amount of \$10.00 for the purpose of constructing a low-pressure force main for sewer improvements on the City's Property in order to extend sewer services to developed commercial and industrial areas in exchange for the County undertaking the construction of certain improvements at the City Property estimated to cost \$25,000.00.

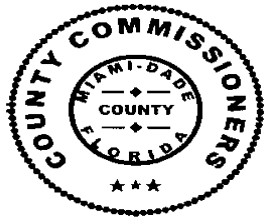
Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the Agreement with the City, in substantially the form attached hereto as Exhibit A.

Section 3. Pursuant to Resolution No. R-974-09, (a) directs 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) directs 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 **Sally A. Heyman** 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 2nd day of June, 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

By: Melissa Adames
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis

Attachment A

EASEMENT AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND THE CITY OF SOUTH MIAMI

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 SOUTH MIAMI**, a municipal corporation of the State of Florida (hereinafter, the "City", and collectively with the County, the "Parties").

RECITALS

WHEREAS, the County, through its Miami-Dade Water and Sewer Department ("WASD"), operates and maintains the Miami-Dade County water and sanitary wastewater systems; and

WHEREAS, on June 3, 2014, the Board of County Commissioners approved via Resolution R-537-14 the Building Better Communities General Obligation Bond ("GOB") for Countywide Water and Sewer System Enhancement Program; and

WHEREAS, this GOB Program funds extensions of the sewer system to developed commercial and industrial corridors of the County; and

WHEREAS, WASD has identified a sewer improvement project as part of the GOB Program in the area along Bird Road (SW 40th Street) and SW 57 Avenue (the "Bird Road Project"); and

WHEREAS the City is the fee simple owner of certain real property located at 4300 SW 58 Avenue, South Miami, Florida, known as South Miami Park bearing Folio No. 09-4024-000-0620 (the "City Property"), as shown the "Property Appraisal Summary Report," attached hereto as Exhibit I; and

WHEREAS, in order to complete the Bird Road Project, the County needs an easement from the City for a portion of the City Property in order to install a lower pressure force main sewer system; and

WHEREAS, the Bird Road Project will provide sewer service to the David Fairchild Elementary School located at 5757 S.W. 45 Street, which is adjacent to the City Property; and

WHEREAS, the County has requested, and the City has agreed, to grant a non-exclusive easement on the City Property to the County for the Bird Road Project; and

WHEREAS, the City has requested, and the County has agreed to, provide certain improvements as a condition of obtaining the non-exclusive easement, which are listed below; and

WHEREAS, the County will fund all costs associated with the Bird Road Project and the improvements requested by the City,

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 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. GRANT OF EASEMENT.

A) The City Property.

Immediately upon execution of this Agreement by both Parties, the City hereby grants and agrees to convey to the County a non-exclusive Easement over, under, across and upon the City Property, which bears the following legal description:

A portion of land commencing at the South East Corner of Lot 5 in Block 5 of "GOLFERS HAVEN", according to the plat thereof, as recorded in Plat Book 45 at page 21 of the Public Records of Miami-Dade County, Florida.

The City does hereby warrant that it has title to the above described property, that it has full power and authority to grant this Easement, and that it will defend title to said land against lawful claims of all persons whomsoever, claiming by, through or under it.

The Easement to be executed by the City, which includes a detailed legal description, is attached hereto as Exhibit 2.

B) Consideration for Easement.

As a material inducement and consideration for the City to enter into this Agreement, the County hereby agrees to perform certain improvements (the "City Improvements") in accordance with the terms and conditions of this Agreement and upon approval of the Easement attached as Exhibit 2.

1. WASD will fund the Bird Road Project's development, design and construction at its sole cost and expense through use of GOB funds.

2. On the City Property, WASD will restore to its original state or better: (a) the areas damaged by any of its construction activities contemplated by this Agreement and (b) any areas damaged by future excavation or work on the sewer line, including damage to the new fence, new gate and new sidewalk contemplated by this Agreement.
3. With regard to construction on the City Property, WASD shall be responsible for obtaining all necessary permits and approvals with all County and City departments that may be required by applicable state, federal and local laws. WASD will transfer all manufacturer's warranties to the City for work performed and goods delivered as part of the City Improvements, including the new gate, new fence and sidewalk contemplated by this Agreement, and the Contractor will warrant its work and materials for 1 year against patent defects in the workmanship and materials.
4. During the construction of the Bird Road Project, WASD will be responsible for the cleaning/removing of debris, trash, stumps, vegetation and invasive trees, at the northwest end of the park in the unincorporated area which area is shown in the photographs attached hereto as Exhibit 3 "NW Park Photos".
5. WASD will construct a new entry gate system and accessible sidewalk as outlined in the South Miami Park Northwest Entry plans (pedestrian access and new pedestrian gate) that have been attached as Exhibit 4-"South Miami Park NW Entry Gate Plans" and Exhibit 5, "New Sidewalk Plans." The new gate and new sidewalk will be completed prior to completion of the installation of the lower pressure force main sewer system. As reflected on the plans in Exhibit 5, the new sidewalk includes the continuation of the existing sidewalk in the unincorporated area along SW 60th Court, starting on the corner of SW 42nd Terrace and continuing to the new gate.
6. WASD will be responsible, at no cost to the City, for replacing the existing 155 linear feet of fence on City Property. The fence will be replaced in the same location as it currently stands, but the County will build a new eight-foot high galvanized steel chain-link fence, approximately 155 linear feet in length, in place of what is already there. The new fence will be connected to the new gate that will be constructed by the County at the termination of SW 60th Court. If all or a part of the existing fence is not on property owned by the City, the City will obtain consent from the owner of said adjacent property, or, at the City's option, the new fence will be placed on the side of the property that is owned by the City. After it is constructed, the City will own and be responsible for maintenance of the new fence.
7. WASD will provide the City with the as-built drawings for all work done as part of the City Improvements.
8. WASD will install a service connection at a location to be determined by the City through which the City will connect to the County's new low-pressure system; however, the City will be responsible for obtaining all permits necessary or

installation of the new service connection and will pay WASD for all connection charges due.

3. NO CASH CONSIDERATION.

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

4. DISPUTE RESOLUTION, APPLICABLE LAW.

The County and the City shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade County, Florida. Each party will bear its own attorneys' fees and costs.

5. NO WAIVER OF SOVEREIGN IMMUNITY.

Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the City's 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.

6. ASSIGNMENT.

This 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.

7. 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: Shari Kamali, City Manager
City of South Miami
6130 Sunset Drive
South Miami, FL 33143

With a copy to: City Attorney
City of South Miami
6130 Sunset Drive
South Miami, FL 33143

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

8. 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.

9. 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.

10. 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.

11. 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.

12. NUMBERS AND GENDER.

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and any gender shall include every other and all genders.

13. 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.

14. EXHIBITS.

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

15. 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.

16. 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.

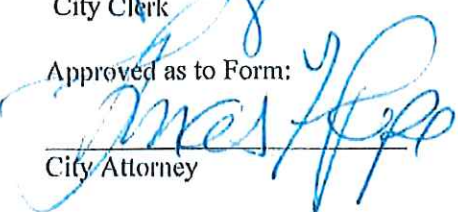
CITY OF SOUTH MIAMI, A FLORIDA
MUNICIPAL CORPORATION

By: 
Shari Kamali
City Manager

ATTEST:


City Clerk

Approved as to Form:


City Attorney

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

By: _____
Daniella Levine Cava
County Mayor

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved for form and legal sufficiency:

Assistant County Attorney



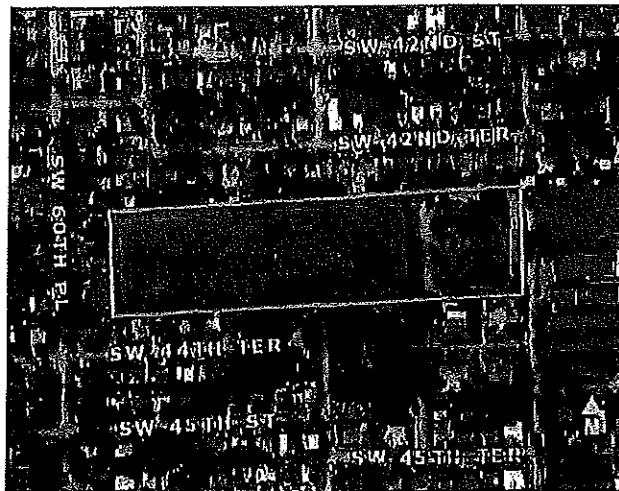
EXHIBIT 1

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/21/2020

Property Information	
Folio:	08-4024-000-0620
Property Address:	4300 SW 58 AVE South Miami, FL 33156-5330
Owner	CITY OF SOUTH MIAMI
Mailing Address	6130 SUNSET DRIVE SOUTH MIAMI, FL 33143-5040
PA Primary Zone	0001 PARKS & OPEN SPACE DIST
Primary Land Use	0086 VACANT RESIDENTIAL : EXTRA FEA OTHER THAN PARKING
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	435,600 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$1,500,000	\$1,500,000	\$1,500,000
Building Value	\$0	\$0	\$0
XF Value	\$62,787	\$63,530	\$64,278
Market Value	\$1,562,787	\$1,563,530	\$1,564,278
Assessed Value	\$1,562,787	\$1,563,530	\$1,564,278

Benefits Information				
Benefit	Type	2020	2019	2018
Municipal	Exemption	\$1,562,787	\$1,563,530	\$1,564,278

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

Short Legal Description	
24 54 40 10 AC	
S1/2 OF SW1/4 OF NE1/4 OF NE1/4	
LESS E26FT FOR RAW & S1/2 OF	
SE1/4 OF NW1/4 OF NE1/4	
LOT SIZE IRREGULAR	

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$1,562,787	\$1,563,530	\$1,564,278
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$1,562,787	\$1,563,530	\$1,564,278
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$1,562,787	\$1,563,530	\$1,564,278
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$1,562,787	\$1,563,530	\$1,564,278
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/discclaimer.asp>

Version:

EXHIBIT "2"

GRANT OF EASEMENT

THIS EASEMENT, made this _____ day of _____, 2020, by and between the City of South Miami, a Municipal Corporation having its office and principal place of business at 6130 Sunset Drive, South Miami, Florida 33143, hereinafter called GRANTOR, and 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 33233-0316, hereinafter called GRANTEE:

WITNESSETH

THAT, for the sum of TEN DOLLARS (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged by the GRANTOR, the GRANTOR hereby grants to the GRANTEE, its successors and assigns, forever, the right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities and all appurtenances thereto, including but not limited to, fire hydrants, and/or sewage transmission and collection facilities and all appurtenant equipment, which right, privilege and easement shall include the right to remove or demolish, with no obligation to repair or replace same, any obstructions placed on the easement, including pavers, or that may extend up to twenty-five (25) feet vertically above the finished grade over the easement, as may be necessary to carry out any right granted herein. This right, privilege and easement also provides GRANTEE with full and unlimited right of ingress thereto and egress there from on the property of the GRANTOR described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Ibid 1. Consideration includes completion of improvements to South Miami Park and compliance with the Easement Agreement to which this Exhibit 2 is made a part by reference.

THE GRANTOR does hereby fully warrant that it has good title to the above-described property and that it has full power and authority to grant this easement.

IN WITNESS WHEREOF, the GRANTOR by its proper officials has hereunto set its hands and seals the year and day first above written.

Attest:

Nkenga A. Payne, CMC
Approved as to Form, Language, Legality and
Execution thereof:

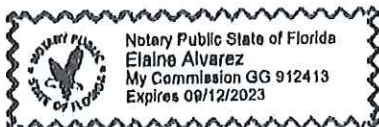
Thomas Pepe
City Attorney-Thomas Pepe
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

City of South Miami

By: Shari Kamali
Shari Kamali, City Manager

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ notarization, this 23 day of December, 2020, by Shari Kamali, as City Manager, as _____ on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]



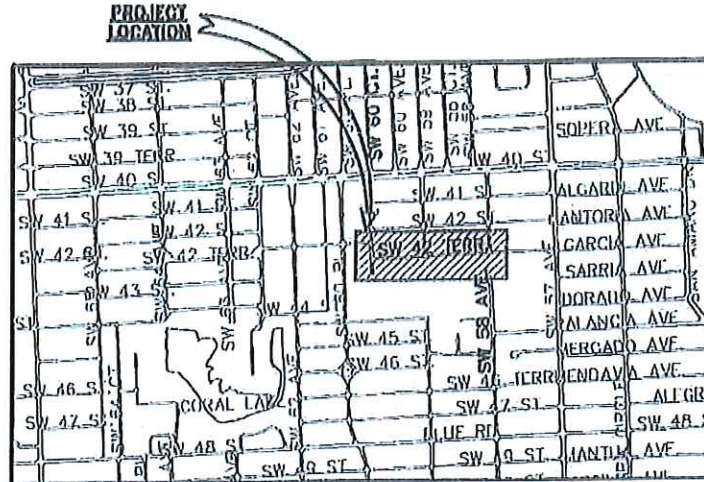
Elaine Alvarez
(Signature of person taking acknowledgment)

Elaine Alvarez
(Name typed, printed or stamped)

(Serial number, if any)

**SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
LOCATION MAP
MIAMI-DADE COUNTY
SEC.24-TWN.54S-RGE.40E**

**EXHIBIT 'A'
THIS DOCUMENT IS
NOT VALID WITHOUT
ALL SHEETS**



SURVEYOR NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS "SKETCH & LEGAL DESCRIPTION" HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
3. THIS EASEMENT DESCRIPTION WAS PREPARED BASED ON DESIGN PLANS PREPARED BY MIAMI-DADE WASD, TITLED "LOW PRESSURE FORCEMAIN SEWER PLANS", SHEETS C1.39 AND C1.40 WITH PGTS No. 14391/PROJECT No. S049459; FILE NAME "09B.00B-Pump Stations (SH 20-40).dwg" DRAWING No. S-43-D AND S-44-D, DATED ON 12/2017 AND PROVIDED IN AutoCAD FORMAT.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENT(S) OF RECORD AND FROM THE AutoCAD FILE PROVIDED AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, WHERE THE NORTH LINE OF THE PARCEL DESCRIBED IN ORB 24010 AT PAGE 1201 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEARS NORTH 87°19'14" EAST.
6. SURVEY REFERENCES (ALL FROM MIAMI-DADE PUBLIC RECORDS):
 - a. MIAMI-DADE OFFICIAL RECORD BOOK 24010, PAGE 1281.
 - b. PLAT BOOK 45, PAGE 21.
 - c. PLAT BOOK 18, PAGE 47.
 - d. PLAT BOOK 31, PAGE 4.
7. SINCE NO OTHER INFORMATION WAS FURNISHED OTHER THAN WHAT IS CITED IN THE SOURCES OF DATA, 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.

ABBREVIATIONS:

ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
P.O.B = POINT OF BEGINNING
P.O.C = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY

I HEREBY CERTIFY THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEVE AND FURTHER, THAT SAID SKETCH 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, FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

Jose R. Batista
JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3575 S. Lo Jund Rd, Miami, FL
33146 WASD (706) 288-5190
Date: 02-21-2020

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY
4300 SW 58 AVE, MIAMI, FL 33155
MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT	
DATE: JAN. 6, 2020	SCALE: N.T.S.
DRAWN BY: M.S.	S-401 1 of 4

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
MIAMI-DADE COUNTY
SEC.24-TWN.54S-RGE.40E

EXHIBIT 'A'
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ALL SHEETS

LEGAL DESCRIPTION:

A PORTION OF LAND LYING WITHIN THE S $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ AND WITHIN THE S $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 54 SOUTH, RANGE 40 E, IN MIAMI-DADE COUNTY, FLORIDA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH EAST CORNER OF LOT 5 IN BLOCK 5 OF "GOLFERS HAVEN", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45 AT PAGE 21 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 87°19'14" E ALONG THE NORTHERLY LINE OF THE PARCEL DESCRIBED IN ORB 24010 AT PAGE 1281 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR A DISTANCE OF 30.85 FEET TO THE POINT OF BEGINNING OF A 10 FEET WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE S 2°46'03" E FOR A DISTANCE OF 19.98 FEET; THENCE S 45°44'55" E FOR A DISTANCE OF 7.32 FEET; THENCE S 88°43'47" E FOR A DISTANCE OF 250.22 FEET; THENCE N 89°24'48" E FOR A DISTANCE OF 57.83 FEET; THENCE N 88°10'32" E FOR A DISTANCE OF 57.83 FEET; THENCE N 88°13'48" E FOR A DISTANCE OF 62.06 FEET; THENCE N 86°19'03" E FOR A DISTANCE OF 62.06 FEET; THENCE N 84°24'17" E FOR A DISTANCE OF 62.06 FEET; THENCE N 82°29'31" E FOR A DISTANCE OF 62.06 FEET; THENCE N 79°49'00" E FOR A DISTANCE OF 25.69 FEET; THENCE N 82°48'22" E FOR A DISTANCE OF 25.69 FEET; THENCE N 85°47'44" E FOR A DISTANCE OF 12.85 FEET; THENCE N 87°03'00" E FOR A DISTANCE OF 191.09 FEET; THENCE N 42°03'00" E FOR A DISTANCE OF 31.58 FEET; THENCE N 87°19'14" E FOR A DISTANCE OF 281.01 FEET; THENCE SOUTH 47°44'47" E FOR A DISTANCE OF 26.10 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SW 58th AVENUE AS DESCRIBED IN ORB 24010 AT PAGE 1281 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF TERMINATION. THE SIDELINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED AT ANGLE POINTS AND INTERSECTION POINTS TO FORM A CONTINUOUS STRIP OF LAND ALONG THE ROUTE DESCRIBED AND TO TERMINATE AT THE NORTHERLY AND AT THE EASTERLY PROPERTY LINES OF THE PARCEL DESCRIBED IN ORB 24010 AT PAGE 1281 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ALL SAID LAND LYING, BEING AND LOCATED IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 1540 SQUARE FEET, MORE OR LESS, OR 0.035 ACRES MORE OR LESS BY CALCULATION.

Jose R. Batista
JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 8777
3975 S. Le Jeune Rd., Miami, FL
33140 WASD (786) 208-5190
Date: 02-01-2020
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY
4300 SW 58 AVE, MIAMI, FL. 33155
MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: JAN. 6, 2020

SCALE: N.T.S.

DRAWN BY: M.S.

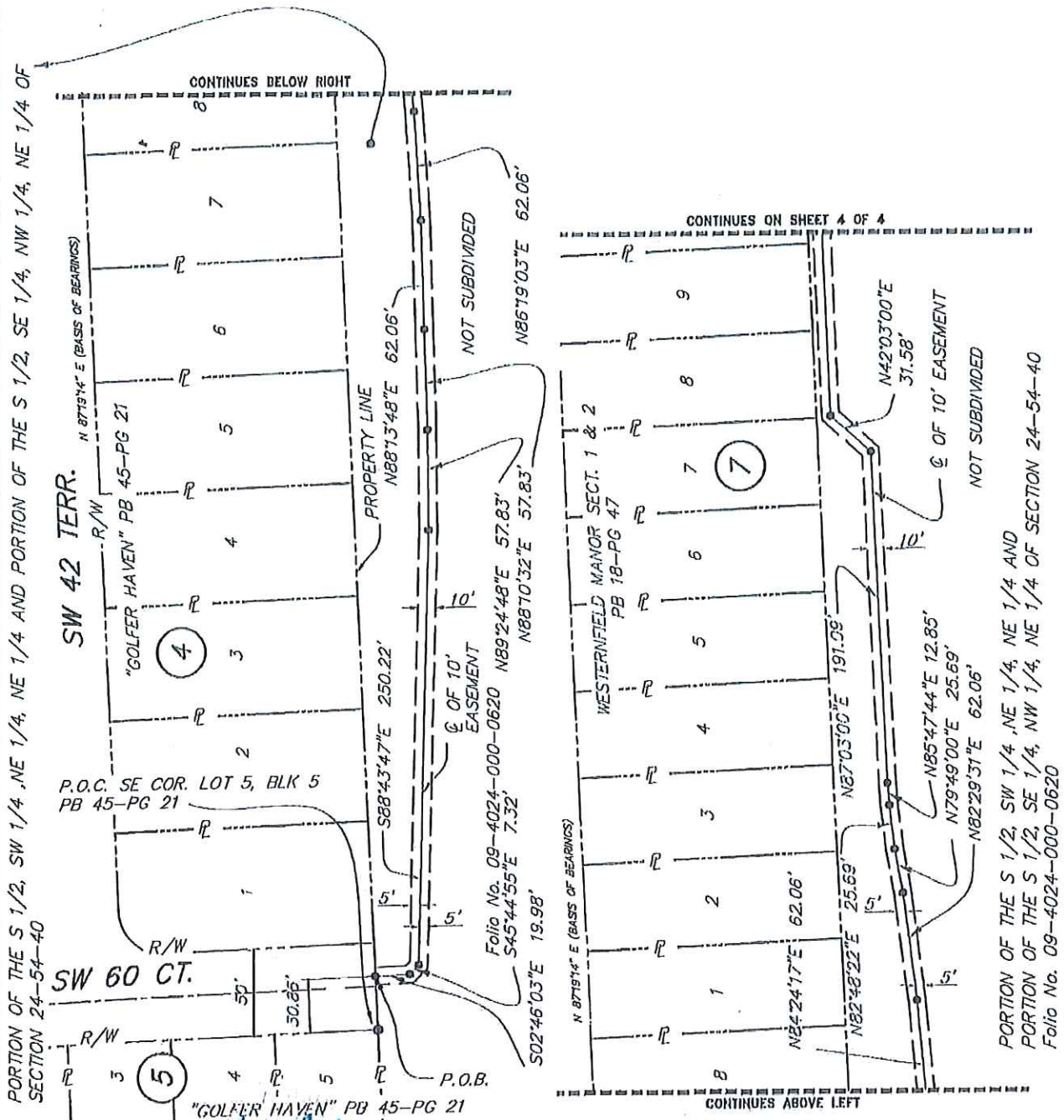
S-401 2 of 4



NOT TO SCALE

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
MIAMI-DADE COUNTY
SEC. 24-TWN. 54S-RGE. 40E

EXHIBIT 'A'
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JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3575 S. Le Jeune Rd., Miami, FL
33146 WASH (708) 268-5190
Date: 12-31-2020

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY
4300 SW 58 AVE, MIAMI, FL. 33165
MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: JAN. 6, 2020

SCALE: N.T.S.

DRAWN BY: M.S.

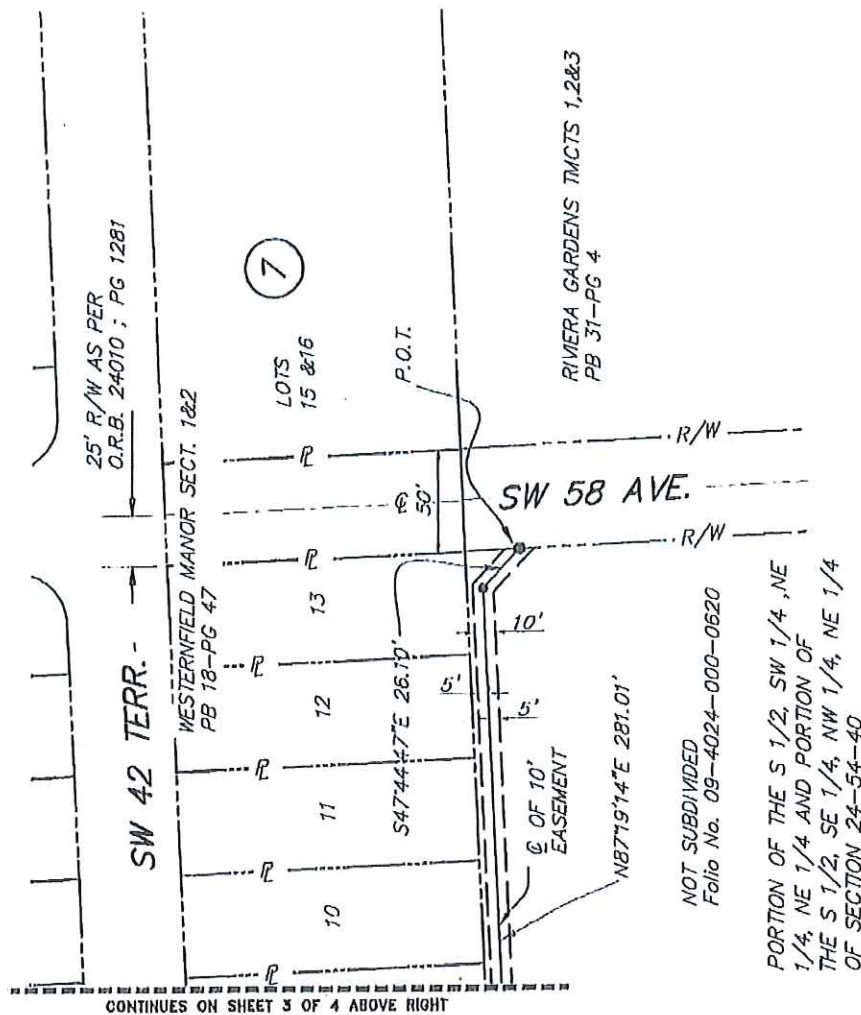
S-401 3 of 4



SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
MIAMI-DADE COUNTY
SEC.24-TWN.54S-RGE.40E

EXHIBIT 'A'
THIS DOCUMENT IS
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ALL SHEETS

NOT TO SCALE



CONTINUES ON SHEET 3 OF 4 ABOVE RIGHT

Jose Batista
JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3375 S. Le Jumeau Rd. Miami, FL
33146 W/ASD (706) 200-6193
Date: 01-31-2020
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY

4300 SW 58 AVE, MIAMI, FL. 33165

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: JAN. 6, 2020

SCALE: N.T.S.

DRAWN BY: M.S.

S-401 4 of 4

EXHIBIT 3 "NW PARK PHOTOS"



EXHIBIT 3 "NW PARK PHOTOS"



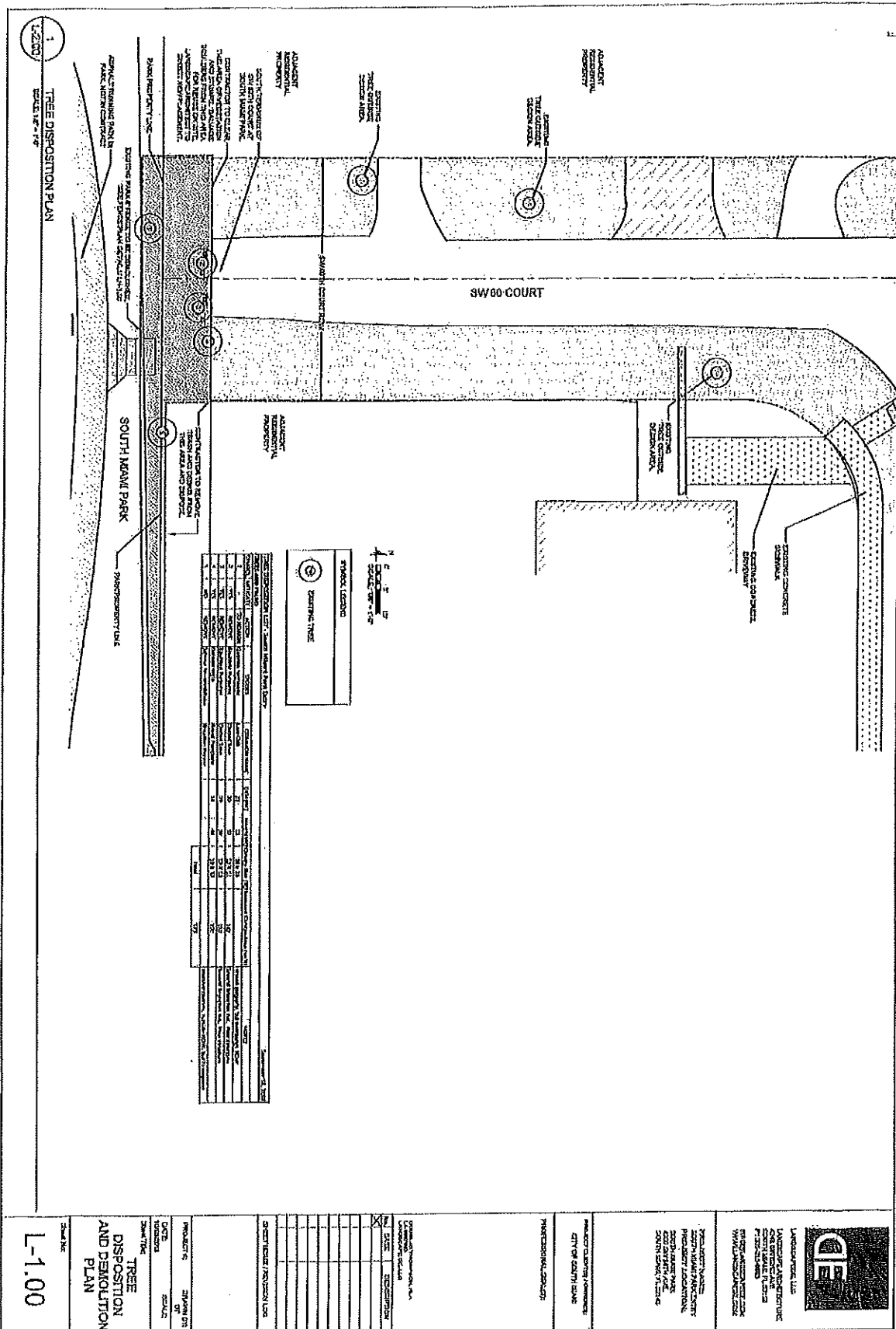
EXHIBIT 3 "NW PARK PHOTOS"



EXHIBIT 3 "NW PARK PHOTOS"



EXHIBIT 4 "SM PARK NW ENTRY GATE PLANS"



[illegible]

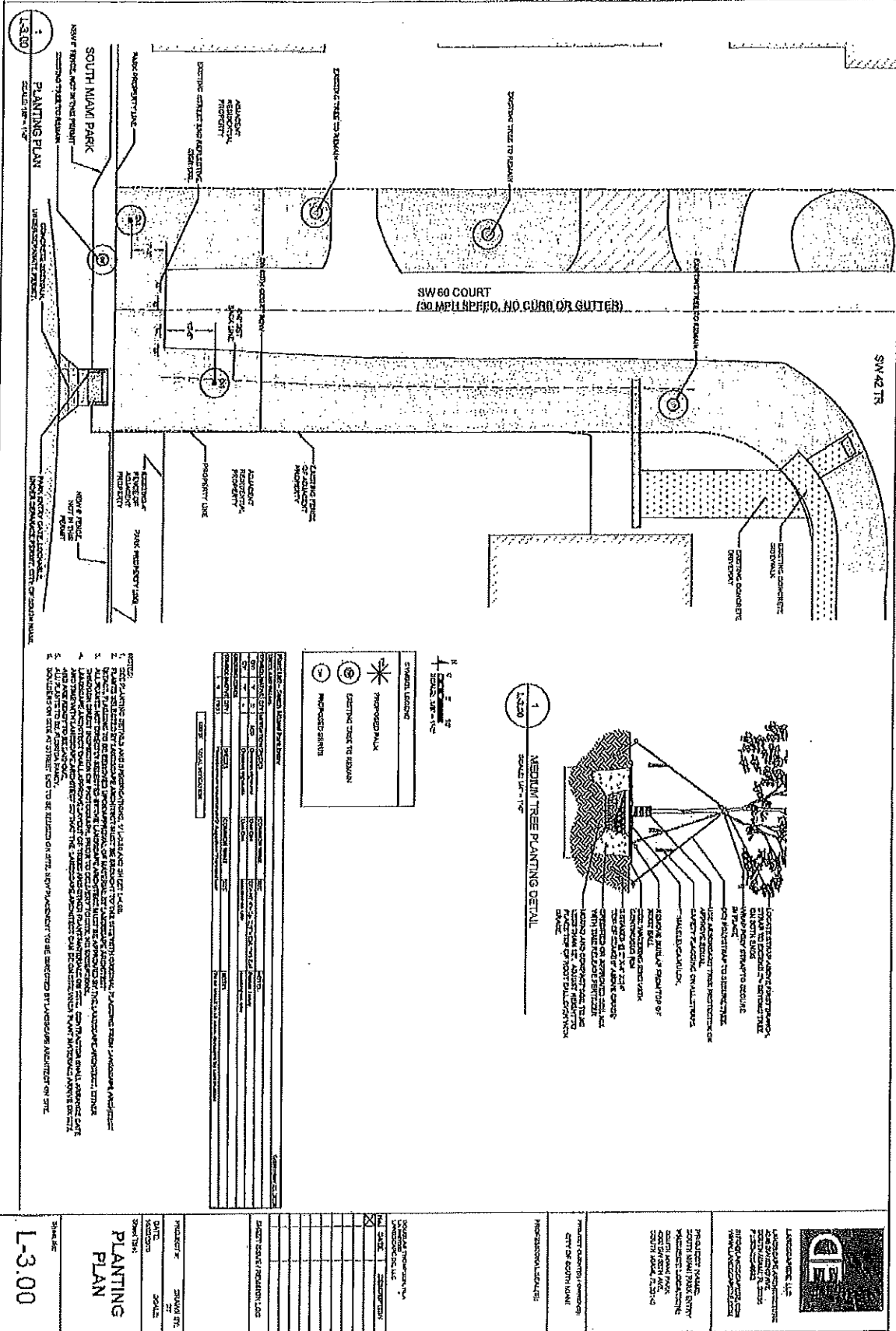


EXHIBIT 4 "SM PARK NW ENTRY GATE PLANS"

EDUCATIONAL, LABORATORY NOTES AND REPORTS

- [illegible]

They are required to be immediately removed from the site and transported to a secure area.

4. **Protein synthesis** is the process by which the amino acid sequence of a protein is determined. It involves the translation of the genetic code into a specific sequence of amino acids.
5. **Gene expression** is the process by which the information encoded in a gene is used to produce a functional product, such as a protein or RNA molecule.
6. **Cellular differentiation** is the process by which a cell becomes specialized to perform a specific function. This is achieved through the expression of specific genes.
7. **Developmental biology** is the study of the processes that govern the growth and development of an organism from a single cell to a fully formed individual.
8. **Evolutionary biology** is the study of the changes in the characteristics of a population of organisms over time, driven by natural selection and other evolutionary forces.
9. **Genetics** is the study of the inheritance of traits from parents to offspring, and the role of genes in determining an organism's characteristics.
10. **Molecular biology** is the study of the structure and function of molecules, such as DNA, RNA, and proteins, and how they interact to carry out cellular processes.

PLANT WOUNDABILITY

- [illegible]

1. David Hume is recognized as the first, non-religious, critical thinker to put forward a theory of causation. He argued that causation is the way that things in the natural world connect. Thus, an interesting puzzle for many philosophers is that Hume's theory of causation is not a theory of causation at all.
2. In spite of this, Hume's theory of causation is still one of the most influential theories of causation in the history of philosophy. Hume's theory of causation is still one of the most influential theories of causation in the history of philosophy.
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IN THE EVENT OF A FATAL ACCIDENT INVOLVING A MEMBER OF STAFF AT THE END OF THE VIABILITY PERIOD.

- As a result of the investigation, the Director expressed his strong disapproval and issued written orders to the Commission. The Commission shall be requested to submit an explanatory letter to the Director.

CONCLUSIONS AND RECOMMENDATIONS

- [illegible]

AND LISTED BELOW ARE THE NAMES OF THE

- [illegible]

[illegible]

EXHIBIT 5 "NEW SIDEWALK PLANS"

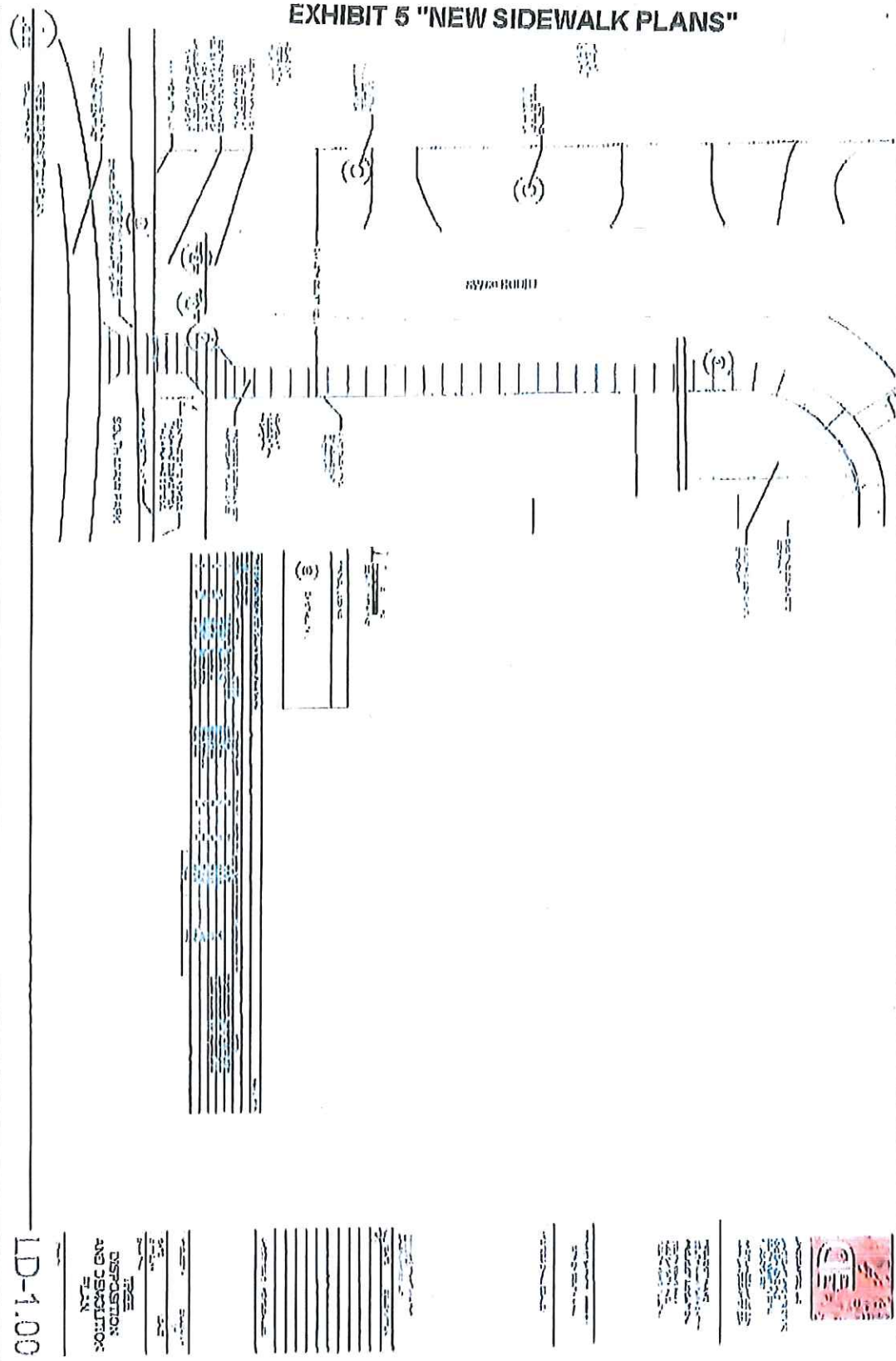


EXHIBIT 5 "NEW SIDEWALK PLANS"

