

MEMORANDUM

Agenda Item No. 8(O)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 4, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an agreement for acceptance of an 840 square foot exclusive easement between Miami-Dade County and the City of Miami for the relocation and upgrade of a sanitary sewer Pump Station No. 77 located at 1901 NW 24 Avenue, Miami, Florida in order to continue to provide sewer services to the neighborhood and the surrounding area in exchange for the configuration of the parking lot adjacent to the easement estimated at \$100,000.00; and authorizing the County Mayor to execute the agreement and to exercise all provisions contained therein

Resolution No. R-299-23

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



Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: April 4, 2023

To: Honorable Chairman Oliver G. Gilbert, III
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 for Execution of an Interlocal Agreement for an 840 Square Foot Exclusive Easement from the City of Miami to Miami-Dade County for the Relocation and Upgrades to Pump Station 0077– Folio No. 01-3134-000-0330

Executive Summary

This item seeks Board of County Commissioners (Board) approval of an Interlocal Agreement between Miami-Dade County (County) and the City of Miami (City) in which the City is conveying an easement to the County so that the Miami-Dade Water and Sewer Department (WASD) may relocate and upgrade a sanitary sewer pump station that has reached its design capacity and is subject to flooding.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County to enter into an Agreement with the City providing the County with an 840-square-foot exclusive easement. In exchange for the exclusive easement, the County will reconfigure the adjacent parking area within the easement area, located on a portion of 1901 NW 24 Avenue, Miami, Florida (Folio No. 01-3134-000-0330) (the City Property) at an estimated cost of \$100,000. Accordingly, the County will fund all costs and expenses associated with relocating and upgrading Pump Station 77 and reconfiguring the parking lot adjacent to the easement as depicted in the Pavement Marking and Signage Plan attached to the Agreement as Attachment 4. A copy of the Agreement is attached to the accompanying Resolution as Exhibit 1.

Scope

Pump Station 77 is located in Commission District 2, which is represented by Commissioner Marleine Bastien. A copy of the Property Appraiser's Summary Report is attached as Attachment 1 to the Agreement.

Fiscal Impact / Funding Source

The total cost and expenses are estimated at \$100,000 and will be paid for through the WASD Pump Stations – Resilience Program, OMB# 2000000784, FY 2021-22 Adopted Budget and Multi-Year Capital Plan Book, Page No. 75; funding sources include Wastewater Connection Charges, WASD Revenue Bonds Sold, and Future WASD Revenue Bonds.

Track Record / Monitoring

Marisela Aranguiz, WASD's Deputy Director of Planning Regulatory Compliance & Capital Infrastructure, will oversee the acceptance and use of this easement from the City.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute the attached Agreement and to exercise all rights and duties conferred therein. It also authorizes the County Mayor or County Mayor's Designee to accept the easement from the City and to record the easement in the public records of Miami-Dade County.

Background

WASD owns and operates Pump Station 77, located at the City Property. The Pump Station has reached its design capacity due to the rapid growth in the area and, therefore, requires an upgrade to accommodate current and future sanitary flows. Additionally, at its current location, the pump station experiences repeated flooding.

The design plans for upgrading the pump station call for a larger footprint to accommodate a safe location for maintenance activities and ensure continuous safe and adequate pedestrian and vehicular traffic in and around the area. WASD has been working diligently with the City to obtain an easement to house the new design and larger footprint. The space required is an 840-square-foot easement on the City's Property to allow the right to access, install, operate and maintain the upgraded Pump Station 77. Since the requested easement by WASD significantly impacts the parking lot for the park, as part of this contract WASD has agreed to restore the parking lot and provide the same number of parking spaces to patrons. Therefore, in addition to the bigger footprint necessary to provide WASD crews better access to the pump station and avoid impact to the park and roadway traffic in the area during regular maintenance, the improvements are also associated with the modified parking lot, including the associated light pole relocation and necessary markings.

Within 30 days of the execution of the Agreement, the City will convey the easement to the County so that the County can relocate and upgrade Pump Station 77.

Finally, with the approval of this item, Pump Station 77 will be relocated onto the City Property with new submersible pumps, piping, a wet well, a valve vault and electrical equipment. In addition, the upgraded Pump Station 77 will no longer be subject to flooding as it will be raised approximately six feet to serve the increasing flow of the area.

The City Commission approved the Agreement and Easement on June 9, 2022, via Resolutions No. 22-0206 and 22-0181. The Agreement is attached hereto as Exhibit 2.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 4, 2023

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)
4-4-23

RESOLUTION NO. _____ R-299-23

RESOLUTION APPROVING AN AGREEMENT FOR ACCEPTANCE OF AN 840 SQUARE FOOT EXCLUSIVE EASEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI FOR THE RELOCATION AND UPGRADE OF A SANITARY SEWER PUMP STATION NO. 77 LOCATED AT 1901 NW 24 AVENUE, MIAMI, FLORIDA IN ORDER TO CONTINUE TO PROVIDE SEWER SERVICES TO THE NEIGHBORHOOD AND THE SURROUNDING AREA IN EXCHANGE FOR THE CONFIGURATION OF THE PARKING LOT ADJACENT TO THE EASEMENT ESTIMATED AT \$100,000.00; 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 Miami ("City") for the acceptance of conveyance of an 840 square foot exclusive easement located at 1901 NW 24 Avenue, Miami, Florida (Folio No. 01-3134-000-0330) (the "City's Property") from the City to the County for the purpose of relocating and upgrading a sanitary sewer Pump Station No. 77 on the City's Property in order to continue to provide sewer services to the neighborhood and the surrounding area in exchange for the County reconfiguring the adjacent parking lot at an estimated cost of \$100,000.00.

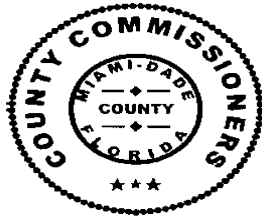
Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Agreement with the City, in substantially the form attached hereto as Exhibit 1, and exercise the provisions contained therein.

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 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 **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

	Oliver G. Gilbert, III, Chairman	aye	
	Anthony Rodríguez, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of April, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "AB", is written over a horizontal line.

Angela F. Benjamin

EXHIBIT 1

INTERLOCAL AGREEMENT BETWEEN CITY OF MIAMI AND MIAMI-DADE COUNTY FOR PUMP STATION 0077

This INTERLOCAL AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2022 ("Effective Date"), by and between the CITY OF MIAMI, a municipal corporation of the State of Florida ("City"), 444 S.W. 2nd Avenue, Miami, Florida 33130, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is c/o Miami-Dade Water and Sewer Department, Box 330316, Miami, FL 33233-0316 ("County") (collectively, the City and County shall be referred to as the "Parties").

RECITALS

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

WHEREAS, the City is the fee simple owner of certain real the property located at 1901 NW 24 Avenue, Miami, Florida, bearing Folio No 01-3134-000-0330 (the "City Property"), as shown on the "Property Appraisal Summary Report," attached hereto as Attachment "1"; and

WHEREAS, the County needs to construct a new Pump Station 0077 ("PS77") to replace an existing pump station that is out of compliance but currently providing sewer services to the surrounding neighborhood; and

WHEREAS, in order for the County to construct PS77, the County needs to obtain an exclusive easement of an approximately eight hundred forty (840) square feet on a portion of the City Property (the "Easement Area"), as depicted on the first page of Attachment "2" and more particularly described in Exhibit "B" to Attachment "3", which are attached hereto; and

WHEREAS, the County has requested, and the City has agreed, to grant an exclusive easement to the Easement Area on the City Property to the County for PS77; and

WHEREAS, as a condition of obtaining an exclusive easement, the City has requested, and the County has agreed to, reconfigure the adjacent parking area within the City Property; and

WHEREAS, the County will fund all costs associated with PS77 and the reconfiguration of the parking lot requested by the City,

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. **TERM:** This Agreement shall take effect upon the Effective Date written above upon its execution by the authorized officers of the City and the County and shall terminate upon the satisfaction and completion of all the terms and conditions by the City and the County.
2. **SCOPE/DESCRIPTION:** Immediately upon execution of this Agreement by both Parties, the City hereby grants and agrees to convey to the County an exclusive easement to the Easement Area in substantially the form attached hereto as Attachment "3." In consideration of such easement, the County, at its sole cost and expense, shall reconstruct the parking area adjacent to the easement in the manner depicted in the Pavement Marking and Signage Plan (the "Work"), attached hereto as Attachment "4". The Work shall be completed in accordance with all applicable building code and other regulations applicable to the Work, as evidenced by a certificate of completion or its equivalent issued by the City and any other governmental authority with jurisdiction, within twelve (12) months of the Effective Date.
3. **TITLE TO THE PROPERTY:** At all times during the term of this Agreement, title to the Property, shall remain solely with the City. The County shall not permit any liens or encumbrances to be placed on the Property.
4. **INSURANCE/DAMAGE/RESTORATION:** The City and the County shall maintain a self-insured program in accordance with and subject to the limitations and provisions of Section 768.28 of the Florida Statutes. The County shall require that all contractors utilized by the County provide certificates of insurance providing, at a minimum, the policies and coverage as stated in attached Exhibit "B" to Attachment "3" hereto and shall include the City as an additional insured in all such certificates. Any damage to the City Property resulting from or in connection with the Work or the Easement shall be promptly repaired by the County.
5. **DEFAULT:** If either Party fails to comply with any material term or condition of this Agreement, or fails to perform any of its obligations hereunder, then that Party shall be in breach of this Agreement and, if the breach is not cured by the defaulting party within thirty (30) days of such defaulting party's receipt of written notice given in the manner prescribed below. Upon the occurrence of a default which is not cured during the cure period, the non-defaulting party shall have all remedies available to it by law.
6. **INDEMNIFICATION:** Subject to the limitations set forth in Section 768.28, Florida Statutes, the County hereby releases, waives, discharges, saves and holds harmless, indemnifies, agrees to defend at its sole cost and expense, and covenants not to sue the City, its officials, employees, departments, instrumentalities, agents and representatives from and against any claims, demands, liabilities, losses, causes of action, civil actions, of any nature whatsoever arising out of or in connection with this Agreement and the County's, or any of the County's employees', agents', or independent contractors' access to the City Property, or any part thereof, except to the extent caused by the City's or its officials', employees', representatives', agents' or instrumentalities' gross negligence. This section shall survive any expiration or earlier termination of this Agreement.
7. **NOTICES:** Any and all notices required to be given under this Agreement shall be sent by certified mail, addressed as follows:

To the County: Miami-Dade Water and Sewer Department
Director
3071 SW 38 Avenue, 5th Floor
Miami, Florida 33146

Miami-Dade Water and Sewer Department
Intergovernmental Affairs Division
3071 SW 38 Avenue, Room 152
Miami, Florida 33146

To the City: City of Miami
Dept. of Real Estate &
Asset Management
444 SW 2nd Avenue, Suite 325
Miami, Florida 33130

City Manager
City of Miami
444 SW 2nd Avenue, 10th Floor
Miami, Florida 33130

City Attorney
Office of City Attorney
444 SW 2nd Avenue, 9th Floor
Miami, Florida 33130

8. **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties from the other.

9. **SEVERABILITY:** Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unlawful, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, and the same may be deemed severable by the City or the County, and in such event, the remaining terms and conditions of this Agreement shall remain unmodified and in full force and effect.

10. **THIRD PARTIES:** There are no express or implied third-party beneficiaries to this Agreement.

11. **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared

with the same or similar formality as this Agreement and executed by the City Manager and the County Mayor or County Mayor's designee.

12. **COUNTERPARTS/ELECTRONIC SIGNATURES**: This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

13. **ENTIRE AGREEMENT**: This instrument and its exhibits constitute the sole agreement of the Parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

14. **APPLICABLE LAW, VENUE AND ATTORNEYS' FEES**: 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 shall be responsible for its own attorneys' fees.

15. **DISPUTE RESOLUTION**: The Parties agree that prior to instituting any civil action arising out of this Agreement, they will utilize the procedures set forth in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. Any and all disputes between the Parties shall be subject to strict adherence and compliance with any and all requirements of Chapter 164, Governmental Disputes, Florida Statutes.

16. **COMPLIANCE WITH LAWS**: The Parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

17. **PUBLIC RECORDS**: The Parties acknowledge both entities are a public agency within the statutory definition of Florida Statutes and subject to compliance with Chapter 119, Florida Statutes, as amended. Accordingly, all documents, digital or hardcopy, made pursuant to this Agreement are public records and must be maintained and produced in compliance with Florida Statutes and regulations.

18. **E-VERIFY COMPLIANCE**: As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the County's contractors, and their respective subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The County shall be in compliance with Section 448.095, Florida Statutes at all times during the term of this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed as of the date and year first above written:

ATTEST:

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

By: _____
Harvey Ruvin
Clerk of the Board

By: _____
County Mayor

Approved for Legal Sufficiency:

Assistant County Attorney

ATTEST:

**CITY OF MIAMI, a municipal
corporation of the State of Florida**

BY: _____
Todd B. Hannon
City Clerk

BY: _____
Arthur Noriega V
City Manager

**APPROVED AS TO FORM AND
CORRECTNESS:**

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

BY: _____
Victoria Méndez
City Attorney

BY: _____
Anne-Marie Sharpe
Risk Management Director

ATTACHMENT 1

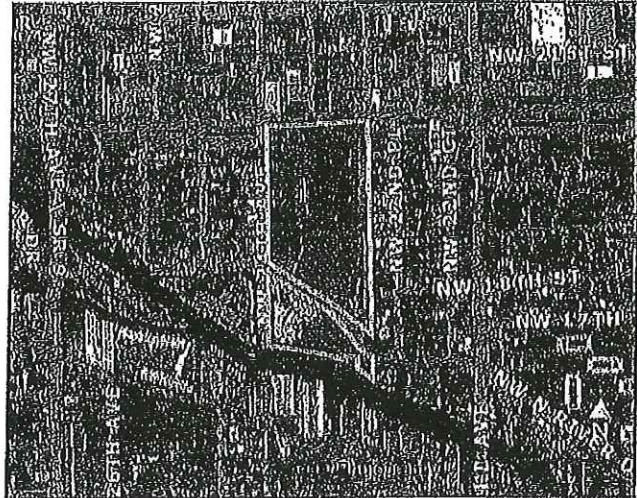


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/22/2021

Property Information	
Folio:	01-3134-000-0330
Property Address:	1801 NW 24 AVE Miami, FL 33125-1211
Owner:	CITY OF MIAMI-DEPT OF P&D ASSET MANAGEMENT DIVISION
Mailing Address:	444 SW 2 AVE STE #325 MIAMI, FL 33130-1910
PA Primary Zone:	8002 PARKS & RECREATION
Primary Land Use:	0940 MUNICIPAL: MUNICIPAL
Beds / Baths / Half:	0 / 0 / 0
Floors:	1
Living Units:	0
Actual Area:	Sq.Ft
Living Area:	Sq.Ft
Adjusted Area:	13,700 Sq.Ft
Lot Size:	1,081,595 Sq.Ft
Year Built:	Multiple (See Building Info.)



Assessment Information				
Year	2021	2020	2019	
Land Value	\$17,305,520	\$17,305,520	\$17,305,520	
Building Value	\$521,342	\$525,599	\$506,301	
XF Value	\$150,549	\$151,227	\$151,908	
Market Value	\$17,977,411	\$17,952,446	\$17,953,724	
Assessed Value	\$17,977,411	\$16,850,884	\$15,318,986	

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction		\$1,131,582	\$2,844,738
Municipal	Exemption	\$17,977,411	\$16,850,884	\$15,318,986

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

Short Legal Description	
34 53 41 24.83 AC	
W1/2 OF E1/2 OF NW1/4 N OF RIV	
LESS 50FT FOR RD LESS N20FT &	
LESS W25FT OF N1/2FT FOR	
STS & RIV R/W	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$17,977,411	\$16,850,884	\$15,318,986
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$17,977,411	\$17,952,446	\$17,953,724
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$17,977,411	\$16,850,884	\$15,318,986
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$17,977,411	\$16,850,884	\$15,318,986
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:

የጽሑፍ ማረጋገጫ



ATTACHMENT "3"

This instrument prepared by
(and after recording return to):

Name: Victoria Mendez
Address: Office of the City Attorney
City of Miami
444 SW 2nd Avenue, 9th Floor
Miami, Florida 33130
Folio No. 01-3134-000-0330

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (hereinafter called "EASEMENT"), made this _____ day of _____, 2022, between THE CITY OF MIAMI, a municipal corporation of the State of Florida, (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, FL 33233-0316, hereinafter called ("GRANTEE") (collectively, GRANTOR and GRANTEE referred to herein as the "Parties");

WITNESSETH:

THAT the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the GRANTOR, has granted and does hereby grant to the GRANTEE, its successors and assigns, forever, an easement for the exclusive right and privilege of constructing and operating a pump station for sewage transmission and collection ("FACILITIES") on and within the property of the GRANTOR, shown and legally described on EXHIBIT "A" attached hereto and made a part hereof ("EASEMENT AREA"), including but not limited to, the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect the FACILITIES, and all appurtenant equipment thereto, including, but not limited to, fire hydrants, and/or water transmission and distribution facilities and all appurtenant equipment, with the right to remove or demolish, with no obligation to repair or replace same, any obstructions placed on the easement, including pavers, or similar obstructions 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, with the full right of ingress thereto and egress therefrom on the express condition that it is used for the express purposes provided herein;

The FACILITIES shall be substantially as provided in the attached EXHIBIT "B". The GRANTEE shall regulate the installation and future operations of the FACILITIES so as not to conflict with normal operations of the GRANTOR; however, the GRANTEE shall have full right to enter upon the EASEMENT AREA at any time when normal operations or emergency repairs of the FACILITIES are required.

Subject to the limitations of Section 768.28, Florida Statutes, by acceptance of this instrument, the GRANTEE agrees to indemnify and hold harmless the GRANTOR from any and against all suits, claims, judgments, and all loss, damage, costs or charges, including attorney's fees and court costs, arising directly or indirectly from the installation, maintenance, repair, use or existence of the GRANTEE'S FACILITIES within the EASEMENT AREA. The GRANTEE acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. This indemnification shall survive any cancellation of this EASEMENT. The GRANTEE shall provide to the GRANTOR a letter of self-insurance approved by the GRANTOR'S Risk Management Department.

Any contractors utilized by the GRANTEE in connection with activities undertaken in connection with this EASEMENT shall: (1) indemnify the GRANTOR and the GRANTEE for the negligent acts or omissions of the contractor and its subcontractors in connection with any activities undertaken on the Easement, and (2) obtain and provide to the GRANTOR a certificate of insurance in accordance with EXHIBIT "C" attached hereto.

The GRANTOR shall be given written notice and the opportunity by the GRANTEE to attend all preconstruction meetings on installation work of the FACILITIES within the EASEMENT and shall be notified in writing well in advance of the actual start of construction within the EASEMENT AREA. It is further understood and agreed by and between the Parties hereto that the GRANTOR reserves for itself, its heirs and assigns, all other rights not specifically granted herein, including but not limited to, the right to construct streets, cross and recross said EASEMENT AREA, and the right to erect light or

telephone lines or any other improvements which conform to the height and width restrictions set forth above and do not hinder the operation of the FACILITIES by the GRANTEE on an ongoing basis.

The GRANTEE shall be held responsible for any damage to adjacent property as a result of the installation and future operation of the FACILITIES, and further, shall restore asphalt pavement, concrete sidewalks, curb and gutter, and grass and landscaping to a condition the same or better than the existing condition.

The GRANTEE during the course of installation and future operation of the FACILITIES, shall not encroach beyond the boundaries of the EASEMENT AREA or any other easement that may be granted by the GRANTOR. Should this EASEMENT be abandoned or discontinued by law or otherwise, or no longer of use for the purposes provided herein, or if the GRANTEE does not comply with any term, covenant or condition of this instrument, then this EASEMENT shall automatically cease and revert with the right of immediate possession and right of entry to the GRANTOR or its successors in interest.

The GRANTOR does hereby affirm that it has full power and authority to grant this EASEMENT, and the GRANTEE accepts the property in "as is" condition.

All such notices or other communications will be deemed to have been given and received: (i) upon receipt if personally delivered; (ii) on the transmission date for facsimile and email communications if such transmission was made on a business day, or if not, then on the next business day, if such transmission is error-free; or (iii) three (3) business days after posting in the U.S. Mail for any communication that is sent by first class U.S. mail or certified mail and addressed to:

TO GRANTEE:
Miami-Dade County
Director
Department of Water and Sewer
P.O. Box 330316
Miami, Florida 33233-0316

WITH COPIES TO:
Miami-Dade County
Chief, Intergovernmental Affairs
Department of Water and Sewer
3071 SW 38 Avenue, Room 152
Miami, Florida 33146

TO GRANTOR:
CITY OF MIAMI
City Manager
City of Miami
3500 Pan American Drive
Miami, FL 33133

WITH COPIES TO:
City of Miami
City Attorney
444 SW 2 Avenue, Suite 945
Miami, FL 33130

City of Miami
Director of Real Estate and Asset
Management
444 SW 2 Avenue, Suite 325
Miami, FL 33130

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice or other communications will be deemed to have been given and received: (i) upon receipt if personally delivered; (ii) on the transmission date for facsimile and email communications if such transmission was made on a business day, or if not, then on the next business day, if such transmission is error-free; or (iii) three (3) business days after posting in the U.S. Mail for any communication that is sent by first class U.S. mail or certified mail.

Any disputes between the Parties under this instrument will be resolved in accordance with the Florida Governmental Conflict Resolution Act, Ch. 164, Fla. Stat., as amended from time to time.

This EASEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Agreement upon request.

[Signatures appear on next page]

IN WITNESS WHEREOF, the GRANTOR herein has caused these presents to be executed in its name on the day and year first above written. Attestation of this EASEMENT by the City Clerk shall constitute evidence of approval by the City of Miami.

CITY OF MIAMI, a municipal
corporation of the State of Florida



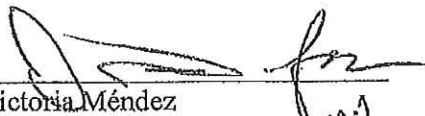
Arthur Noriega V
City Manager

ATTEST:



Todd B. Hannon
City Clerk

Approved as to Form and
Legal Sufficiency:



Victoria Méndez
City Attorney

Approved as to Insurance
Requirements:



Ann-Marie Sharpe
Risk Management Director

IN WITNESS WHEREOF, the GRANTEE, by its County Mayor or County Mayor's designee, has caused the easement to be accepted and delivered on this ____ day of ____, 2022.

ATTEST:

Harvey Ruvin,
Clerk of the Board,

MIAMI-DADE COUNTY,

By: _____
Deputy Clerk

By: _____
County Mayor

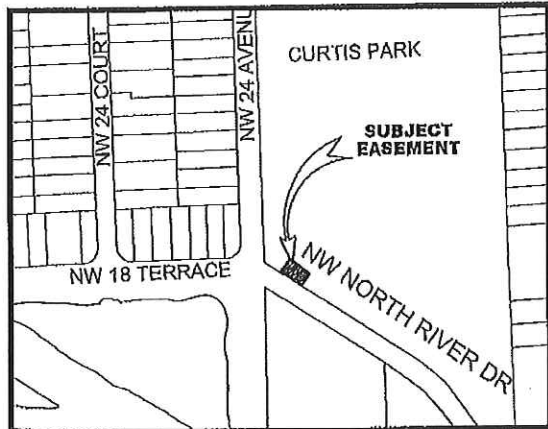
Approved as to Form and
Legal Sufficiency:

Assistant County Attorney

This Grant of Easement is authorized by Resolution No. R-176-04.

EXHIBITS A, B & C
Sketch, Legal and Insurance Requirements

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED MIAMI-DADE COUNTY WATER & SEWER
DEPARTMENT - PUMP STATION NO. 0077
EASEMENT ER NO. S049150 - AFFECTED PROPERTY
FOLIO NO.:01-3134-000-0330
1901 NW 24 AVENUE, MIAMI, FL 33125



LOCATION MAP

(NOT TO SCALE)

SECTION 34 - TOWNSHIP 53 SOUTH - RANGE 41 EAST

LEGEND AND ABBREVIATIONS:

O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
TYP. = TYPICAL
(R) = RECORD
(C) = CALCULATED
(M) = MEASURE
LB = LICENSE BUSINESS
L = LENGTH
A = CENTRAL ANGLE
R = RADIUS
T = TANGENT
PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
STA. = STATION
OLP = ORNAMENTAL LIGHT POLE
WLP = WOODEN LIGHT POLE
MLP = METAL LIGHT POLE
CLP = CONCRETE LIGHT POLE
R/W = RIGHT-OF-WAY
P.B. = PLAT BOOK
C = CENTERLINE
M = MONUMENT LINE

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

THE LEGAL DESCRIPTION OF THE SUBJECT PARCEL WAS GENERATED FROM THE FOLLOWING DOCUMENTS:

- PLAT OF "WM.G. JUST SUBDIVISION" RECORDED IN PLAT BOOK 8, AT PAGE 48 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
- CITY OF MIAMI MUNICIPAL ATLAS SHEET NO. 25A, PREPARED BY PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION, LAST DATED FEBRUARY 14, 1978.
- CITY OF MIAMI MUNICIPAL ATLAS SHEET NO. 25B, PREPARED BY PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION, LAST DATED FEBRUARY 3, 1978.

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF NW 24 AVENUE WITH AN ASSUMED BEARING OF S01°28'19"E, SAID LINE TO BE CONSIDERED A WELL ESTABLISHED AND MONUMENTED LINE.

EASEMENTS AND ENCUMBRANCES:

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT 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.

RESTRICTIONS:

SINCE NO OTHER INFORMATION WERE FURNISHED OTHER THAN WHAT IS CITED IN THE ABOVE PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT, 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.

THIS DOCUMENT DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE DESCRIBED PROPERTY, OR ANY PART OR PARCEL THEREOF.

SURVEYOR'S CERTIFICATE:

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 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 6J-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 L87335
THIS ITEM HAS BEEN DIGITALLY SIGNED BY:

Eduardo M Suarez Digitally signed by Eduardo M Suarez
Date: 2022.03.08 16:20:00 -05'00'

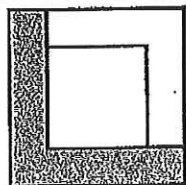
EDUARDO M. SUAREZ, FSM
PROFESSIONAL SURVEYOR AND MAPPER LS6313
STATE OF FLORIDA



THIS SKETCH IS NOT A SURVEY

NOTICE: PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC COPIES. THE ABOVE NAMED PROFESSIONAL SURVEYOR & MAPPER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 6J 17, F.A.C.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED UNDER RULE 6J-17.062, F.A.C.



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

DRAWN BY: DR

CHECKED BY: DR

SCALE: 1"=20'

DATE: 02/22/2022

JOB #: 19325.0.03

PAGE:

1

OF 4 PAGES

NOTICE: This document is not valid, full and complete without all four (4) pages.

MDC022

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED MIAMI-DADE COUNTY WATER & SEWER
DEPARTMENT - PUMP STATION NO. 0077
EASEMENT ER NO. S049150 - AFFECTED PROPERTY
FOLIO NO.:01-3134-000-0330
1901 NW 24 AVENUE, MIAMI, FL 33125

LEGAL DESCRIPTION:

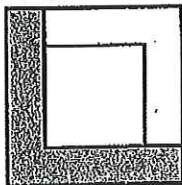
A VOLUME OF AIR SPACE IN WHICH THE UPPER PLANE LIES 25 FEET ABOVE EXISTING GROUND OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A 21.00' X 40.00' STRIP OF LAND, LOCATED IN THE WEST 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 41 EAST, AS PER "WM.G. JUST SUBDIVISION" RECORDED IN PLAT BOOK 8 AT PAGE 68 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S01°28'19"E ALONG THE EAST LINE OF NW 1/4 OF THE NW 1/4 OF SAID SECTION 34 FOR A DISTANCE OF 892.65 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NW NORTH RIVER DRIVE AS SHOWN ON THE CITY OF MIAMI MUNICIPAL ATLAS SHEET 25B; THENCE RUN S56°28'14"E ALONG THE CENTERLINE OF NW NORTH RIVER DRIVE AS SHOWN ON THE CITY OF MIAMI MUNICIPAL ATLAS SHEET 25B, FOR A DISTANCE OF 61.09 FEET TO A POINT; THENCE RUN N33°31'46"E ALONG A LINE PERPENDICULAR TO SAID CENTERLINE OF NW NORTH RIVER DRIVE FOR A DISTANCE OF 25.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NW NORTH RIVER DRIVE AS SHOWN ON THE CITY OF MIAMI MUNICIPAL ATLAS SHEET 25B, SAID POINT OF INTERSECTION BEING THE **POINT OF BEGINNING** OF THE STRIP OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE N33°31'46"E FOR A DISTANCE OF 21.00 FEET TO A POINT OF INTERSECTION WITH A LINE 21.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NW NORTH RIVER DRIVE, AS SHOWN ON THE CITY OF MIAMI MUNICIPAL ATLAS SHEET 25B; THENCE RUN S56°28'14"E ALONG SAID PARALLEL LINE FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE RUN AT RIGHT ANGLE WITH THE LAST DESCRIBED COURSE S33°31'46"W FOR A DISTANCE OF 21.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NW NORTH RIVER DRIVE, AS SHOWN ON THE CITY OF MIAMI MUNICIPAL ATLAS SHEET 25B; THENCE RUN N56°28'14"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 840.00 SQUARE FEET AND/OR 0.019 ACRES, MORE OR LESS, BY CALCULATIONS.

THIS SKETCH 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

DRAWN BY: DR
CHECKED BY: DR
SCALE: 1"=20'
DATE: 02/22/2022
JOB #: 19325.0.03

PAGE:

2

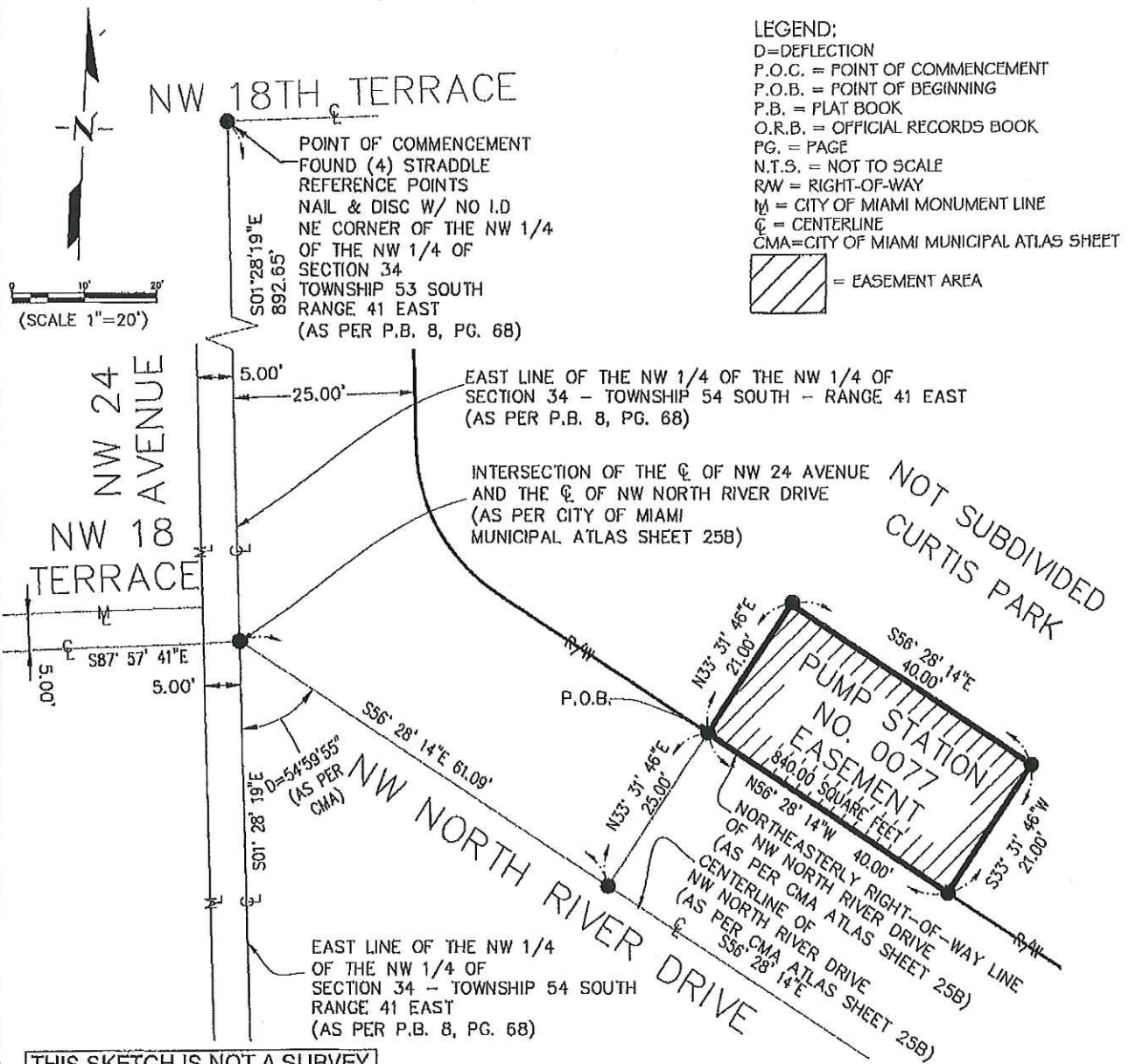
OF 4 PAGES

NOTICE: This document is not valid, full and complete without all four (4) pages.

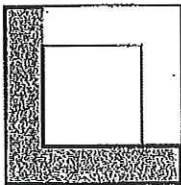
MDC023

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED UNDER RULE 5J-17.062, F.A.C.

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED MIAMI-DADE COUNTY WATER & SEWER
DEPARTMENT - PUMP STATION NO. 0077
EASEMENT ER NO. S049150 - AFFECTED PROPERTY
FOLIO NO.:01-3134-000-0330
1901 NW 24 AVENUE, MIAMI, FL 33125



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED UNDER RULE SJ-17.062, F.A.C.



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

DRAWN BY:DR

CHECKED BY:DR

SCALE:1"=20'

DATE:02/22/2022

JOB #:19325.0.03

PAGE:

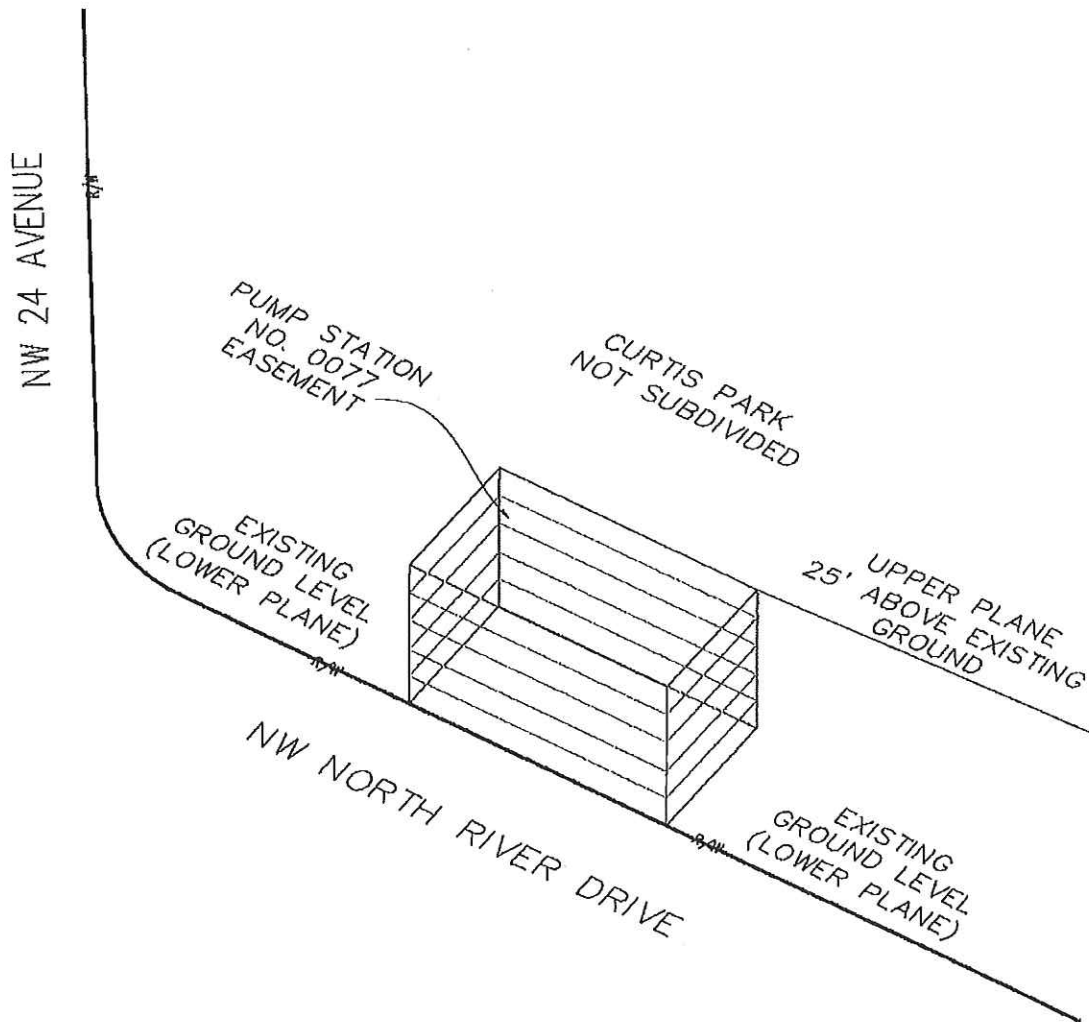
3

OF 4 PAGES

NOTICE: This document is not valid, full and complete without all four (4) pages.

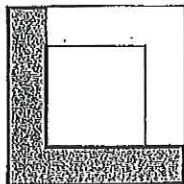
MDC024

EXHIBIT "A"
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 PROPOSED MIAMI-DADE COUNTY WATER & SEWER
 DEPARTMENT - PUMP STATION NO. 0077
 EASEMENT ER NO. S049150 - AFFECTED PROPERTY
 FOLIO NO.:01-3134-000-0330
 1901 NW 24 AVENUE, MIAMI, FL 33125



THIS SKETCH IS NOT A SURVEY

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED UNDER RULE 5J-17.062, F.A.C.



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

DRAWN BY:DR
 CHECKED BY:DR
 SCALE:NOT TO SCALE
 DATE:02/22/2022
 JOB #:19325.0.03

PAGE:

4

OF 4 PAGES

NOTICE: This document is not valid, full and complete without all four (4) pages.

MDC025

የገጽ-ጥቅል-ጥያቄ(ዊ)ጥጥ



EXHIBIT "C"

INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE - GRANT OF EASEMENT MIAMI-DADE COUNTY

- I. **Commercial General Liability**
 - A. **Limits of Liability**
 - Bodily Injury and Property Damage Liability
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$ 2,000,000
 - Products/Completed Operations \$ 1,000,000
 - Personal and Advertising Injury \$1,000,000
 - B. **Endorsements Required**
 - City of Miami & Miami-Dade County listed as an additional insured
 - Contingent and Contractual Exposures
 - Premises/Operations Liability
 - Explosion, Collapse and Underground Hazard
 - Primary and Non Contributory Endorsement
- II. **Business Automobile Liability**
 - A. **Limits of Liability**
 - Bodily Injury and Property Damage Liability
 - Combined Single Limit
 - Any Auto/Owned/Scheduled
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$ 1,000,000
 - B. **Endorsements Required**
 - City of Miami & Miami-Dade County listed as an additional insured
- III. **Worker's Compensation**
 - Limits of Liability
 - Statutory-State of Florida
 - Waiver of subrogation
 - Employer's Liability**
 - A. **Limits of Liability**
 - \$1,000,000 for bodily injury caused by an accident, each accident.
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$ 1,000,000

Aggregate \$ 1,000,000

City of Miami & Miami-Dade County listed as an additional insured
Excess Form over all liability policies included herein

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT 2



City of Miami Certified Copy

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 11822

Enactment Number: R-22-0206

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), PURSUANT TO THE SECTION 29-B(C) OF CHARTER OF CITY OF MIAMI, FLORIDA, AS AMENDED ("CHARTER"), AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A GRANT OF EASEMENT ON CITY OF MIAMI ("CITY") OWNED PROPERTY LOCATED AT 1901 NORTHWEST 24TH AVENUE, MIAMI, FLORIDA, FOLIO NUMBER 01-3134-000-0330 ("PROPERTY"), TO MIAMI-DADE WATER AND SEWER DEPARTMENT ("WASD"), OF AN APPROXIMATELY EIGHT HUNDRED FORTY (840) SQUARE FOOT EASEMENT ("EASEMENT"), CONSISTING OF THE SURFACE PLANE AND THE VOLUME BETWEEN THE GROUND PLANE AND AN UPPER PLANE AT ELEVATION TWENTY-FIVE FEET (25) AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, FOR A PERPETUAL NON-EXCLUSIVE EASEMENT ON THE PROPERTY, FOR THE CONSTRUCTION, RECONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, IMPROVEMENT, REMOVAL, AND INSPECTION OF WATER TRANSMISSION AND DISTRIBUTION FACILITIES AND ALL APPURTENANCES THERETO INCLUDING BUT NOT LIMITED TO SEWAGE TRANSMISSION AND COLLECTION FACILITIES AND ALL APPURTENANT EQUIPMENT OF UNDERGROUND AND ABOVE GROUND EQUIPMENT WITH THE RIGHT TO RECONSTRUCT, IMPROVE, CHANGE, AND REMOVE ALL OR ANY OF THE FACILITIES WITHIN THE EASEMENT; FURTHER CONTAINING A REVERTER PROVISION IF THE EASEMENT IS ABANDONED OR DISCONTINUED.

WHEREAS, the City of Miami ("City") is the owner of property located at 1901 Northwest 24th Avenue, Miami, Florida, folio number 01-3134-000-0330, ("Property"); and

WHEREAS, Miami-Dade Water and Sewer Department ("WASD") has requested the grant of an approximately eight hundred forty (840) square foot easement ("Easement"), consisting of the surface plane and the volume between the ground plane and an upper plane at elevation twenty-five feet (25), perpetual, non-exclusive easement on City-owned property; and

WHEREAS, the Easement shall be granted to implement a project of a governmental agency or instrumentality in accordance with Section 29-B(c) of the Charter of the City of Miami, Florida, as amended ("City Charter"); and

WHEREAS, this Easement will be used for the construction, reconstruction, installation, operation, maintenance, repair, replacement, improvement, removal, and inspection of water transmission and distribution facilities and all appurtenances thereto including but not limited to sewage transmission and collection facilities and all appurtenant equipment of underground and above ground equipment with the right to reconstruct, improve, change and remove all or any of the facilities within the Easement; and

WHEREAS, the Easement shall further contain a reverter provision that should the Easement be abandoned or discontinued, the Easement shall automatically cease and revert back to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The City Manager is hereby authorized¹ to negotiate and execute an Easement on the City-owned Property to WASD consisting of the surface plane and the volume between the ground plane and an upper plane at elevation twenty-five feet (25), perpetual, non-exclusive easement on City-owned Property and as more particularly described in Exhibit "A", attached hereto and made a part hereof, for a perpetual non-exclusive easement on the Property, for the construction, reconstruction, installation, operation, maintenance, repair, replacement, improvement, removal, and inspection of water transmission and distribution facilities and all appurtenances thereto including but not limited to sewage transmission and collection facilities and all appurtenant equipment of underground and above ground equipment with the right to reconstruct, improve, change, and remove all or any of the facilities within the easement and further containing a reverter provision providing that if the Easement is abandoned or discontinued, the Easement shall cease and revert back to the City.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.²

DATE:	6/9/2022
RESULT:	ADOPTED
MOVER:	Alex Diaz de la Portilla, Commissioner
SECONDER:	Manolo Reyes, Commissioner
AYES:	Christine King, Ken Russell, Alex Diaz de la Portilla, Manolo Reyes
ABSENT:	Joe Carollo
DATE:	6/17/2022
ACTION:	Signed by the Mayor

I, Todd B. Hannon, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-22-0206, with attachment(s), passed by the City Commission on 6/9/2022.



City Clerk, Deputy City Clerk
(for Todd B. Hannon, City
Clerk)

June 29, 2022

Date Certified

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

² If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



**City of Miami
Certified Copy**

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 11823

Enactment Number: R-22-0181

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT ("AGREEMENT") WITH MIAMI-DADE COUNTY THROUGH MIAMI-DADE WATER AND SEWER DEPARTMENT ("WASD"), IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, TO RECONSTRUCT THE PARKING AREA ON THE CITY OF MIAMI ("CITY") OWNED PROPERTY LOCATED AT 1901 NORTHWEST 24 AVENUE, MIAMI, FLORIDA, FOLIO NUMBER 01-3134-000-0330 ("PROPERTY"), IN THE MANNER DEPICTED IN THE PAVEMENT MARKING AND SIGNAGE PLAN (COLLECTIVELY THE "WORK"), ATTACHED TO THE AGREEMENT, TO BE COMPLETED IN ACCORDANCE WITH ALL REGULATIONS APPLICABLE, AS EVIDENCED BY A CERTIFICATE OF COMPLETION OR ITS EQUIVALENT ISSUED BY THE CITY AND ANY OTHER GOVERNMENTAL AUTHORITY, WITHIN TWELVE (12) MONTHS OF THE EFFECTIVE DATE OF THE AGREEMENT.

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

WHEREAS, the City of Miami ("City") is the fee simple owner of certain real the property located at 1901 Northwest 24 Avenue, Miami, Florida, folio number 01-3134-000-0330 ("Property"); and

WHEREAS, WASD needs to construct a new Pump Station 0077 ("PS77") to replace an existing pump station that is out of compliance but currently providing sewer services to the surrounding neighborhood; and

WHEREAS, in order to construct PS77, WASD needs to obtain an exclusive easement of an approximately eight hundred forty (840) square feet on a portion of the Property ("Easement"); and

WHEREAS, WASD has requested, and the City has agreed, to grant the Easement on the Property to WASD for PS77; and

WHEREAS, as a condition of obtaining the Easement, the City has requested, and WASD has agreed to, reconfigure the adjacent parking area within the Property; and

WHEREAS, WASD will fund all costs associated with PS77 and the reconfiguration of the parking lot requested by the City; and

WHEREAS, this resolution authorizes the City Manager to further negotiate and execute an Interlocal Agreement ("Agreement") with WASD for the easement, providing that WASD reconstruct the parking area on the Property in the manner depicted in the pavement marking

and signage plan attached to the Agreement, authorizing the project to be completed in accordance with all regulations as applicable, as evidenced by a Certificate of Completion or its equivalent issued by the City and any other governmental authority, within twelve (12) months of the Effective Date of the Agreement, in a form acceptable to the City Attorney;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Manager is authorized¹ to further negotiate and execute an Interlocal Agreement ("Agreement") with Miami-Dade County through Miami-Dade Water and Sewer Department ("WASD"), to reconstruct the parking area on the City-owned Property, in the manner depicted in the pavement marking and signage plan, attached to the Agreement, to be completed in accordance with all regulations applicable, as evidenced by a Certificate of Completion or its equivalent issued by the City and any other governmental authority, within twelve (12) months of the Effective Date of the Agreement, all in a form acceptable to the City Attorney.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.²

DATE:	5/31/2022
RESULT:	ADOPTED
MOVER:	Alex Diaz de la Portilla, Commissioner
SECONDER:	Manolo Reyes, Commissioner
AYES:	Christine King, Joe Carollo, Ken Russell, Alex Diaz de la Portilla, Manolo Reyes
DATE:	6/9/2022
ACTION:	Signed by the Mayor

I, Todd B. Hannon, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-22-0181, with attachment(s), passed by the City Commission on 5/31/2022.



City Clerk, Deputy City Clerk
(for Todd B. Hannon, City
Clerk)

June 17, 2022

Date Certified

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

² If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.