

MEMORANDUM

Agenda Item No. 8(K)(4)

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

DATE: July 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the conveyance of a non-exclusive perpetual easement, for a nominal amount, to Peoples Gas System, Inc., a Florida Corporation ("Peoples Gas"), to grant Peoples Gas the right of ingress and egress on County property for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from the property, and installing underground gas line and aboveground and underground necessary appurtenances thereto, including without limitation telecommunications equipment, risers, and pipeline markers for the Paseo del Rio Project; and authorizing the County Mayor to execute the Easement Agreement, and exercise all provisions contained therein

Resolution No. R-674-24

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


Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Memorandum



Date: July 16, 2024

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

From: Daniella Levine Cava
Mayor

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

Subject: Peoples Gas System, Inc. Easement Agreement for Paseo del Rio

Executive Summary

On November 15, 2011, the Miami-Dade County Board of County Commissioners ("Board") adopted Resolution No. R-1026-11, which provided site control to RUDG, LLC (RUDG) for the redevelopment of Martin Fine Villas, Haley Sofge Towers, and Robert King High where Paseo del Rio is currently being developed by Paseo del Rio, LLC, an affiliate to RUDG.

This item seeks the Board's approving of the conveyance of a non-exclusive perpetual easement to Peoples Gas System, Inc., a Florida corporation (Peoples Gas), for the purpose of granting Peoples Gas the right of ingress and egress on the County property to place, construct, operate, maintain, repair, replace on and remove from the property, and install underground gas line and aboveground and underground necessary appurtenances thereto, including without limitation telecommunications equipment, risers, and pipeline markers for the Paseo del Rio project. This item also seeks the Board's approval to authorize the County Mayor or County Mayor's designee to execute the Non-Exclusive Easement Agreement (Easement Agreement), which is attached to the resolution. This easement is needed to provide permanent gas to this project inclusive of its commercial tenant EV & GV Holdings, LLC. DBA: Pinecrest Bakery.

Paseo Del Rio is comprised of 182 affordable housing units, including 66 Rental Assistance Demonstration (RAD) program units. These units will provide high-quality housing to extremely low and low-income households. Paseo del Rio is a seven-story residential building with a separate parking garage structure and interior courtyard. The ground level of the residential building includes the retail space where Pinecrest Bakery is currently under construction, as well as residential units and resident amenities such as a multipurpose room, fitness center and business center. The occupancy type of Paseo del Rio is general occupancy, which allows households of all ages and disability status to reside in the property.

Recommendation

It is recommended that the Board:

1. Approve the conveyance of a non-exclusive perpetual easement, for a nominal amount, to Peoples Gas for the purpose of granting Peoples Gas the right of ingress and egress on the County property to place, construct, operate, maintain, repair, replace on and remove from the property, and install underground gas line and aboveground and underground necessary appurtenances thereto, including without limitation telecommunications equipment, risers, and pipeline markers for the Paseo del Rio project; and
2. Authorize the County Mayor or County Mayor's designee to execute and record in the Public Record of Miami-Dade County, Florida, the Easement Agreement, and to exercise all provisions contained therein that are consistent with the attached resolution, including right to terminate the easement on behalf of the County if such easement is no longer needed or used by People's Gas for the purposes set forth herein.

Scope

The project Paseo del Rio is located in District 5, which is represented by Commissioner Eileen Higgins.

Fiscal Impact/Funding Source

This item does not have a fiscal impact.

Track Record/Monitor

Alex R. Ballina, Director of the Public Housing and Community Development Department (“Department”) is the project manager.

Delegated Authority

Upon adoption of this resolution, the County Mayor or County Mayor’s designee will be authorized to execute and record in the Public Record of Miami-Dade County, Florida, the Easement Agreement, and to exercise all provisions contained therein that are consistent with the attached resolution, including right to terminate the easement on behalf of the County if such easement is no longer needed or used by People’s Gas for the purposes set forth herein.

Background

On November 15, 2011, the Board adopted Resolution No. R-1026-11 providing site control to RUDG, and for the redevelopment of Martin Fine Villas, Haley Sofge Towers, and Robert King High where Paseo del Rio is currently being developed by Paseo del Rio, LLC, an affiliate to RUDG.

Peoples Gas requires the County to convey the easement for the purpose for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from the property, and installing underground gas line and aboveground and underground necessary appurtenances thereto, including without limitation telecommunications equipment, risers, and pipeline markers for the Paseo del Rio. In the event the easement is no longer used for these purposes, the County has the right to terminate the Easement Agreement. The Department recommends that it is in the County’s best interest to grant the easement in order to ensure that gas is provided to the project. In accordance with Resolution No. R-504-15, the gas lines will be placed underground, and any surface mounting equipment will be concealed with vegetation cover. The gas lines and surface mounting will not adversely impact the building’s aesthetics.



Cathy Burgos, LCSW
Chief Community Services Officer



MEMORANDUM

(Revised)

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

DATE: July 16, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(K)(4)

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(K)(4)
7-16-24

RESOLUTION NO. R-674-24

RESOLUTION APPROVING THE CONVEYANCE OF A NON-EXCLUSIVE PERPETUAL EASEMENT, FOR A NOMINAL AMOUNT, TO PEOPLES GAS SYSTEM, INC., A FLORIDA CORPORATION ("PEOPLES GAS"), TO GRANT PEOPLES GAS THE RIGHT OF INGRESS AND EGRESS ON COUNTY PROPERTY FOR THE PURPOSES OF PLACING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING ON AND REMOVING FROM THE PROPERTY, AND INSTALLING UNDERGROUND GAS LINE AND ABOVEGROUND AND UNDERGROUND NECESSARY APPURTENANCES THERETO, INCLUDING WITHOUT LIMITATION TELECOMMUNICATIONS EQUIPMENT, RISERS, AND PIPELINE MARKERS FOR THE PASEO DEL RIO PROJECT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE EASEMENT AGREEMENT, AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

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

Section 2. This Board approves the conveyance of a non-exclusive perpetual easement, as more fully described in Attachment "A" attached hereto and incorporated herein by reference, for a nominal amount, to Peoples Gas System, Inc., a Florida corporation ("Peoples Gas"), to grant Peoples Gas the right of ingress and egress on County property for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from the

property, and installing underground gas line and aboveground and underground necessary appurtenances thereto, including without limitation telecommunications equipment, risers, and pipeline markers for the Paseo del Rio project.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to take all necessary actions to effectuate the purpose herein, and to execute the Non-Exclusive Easement Agreement ("Easement Agreement"), in substantially the form attached hereto as Attachment "A" and incorporated herein by reference, and to exercise all provisions contained therein, including the right to terminate the easement on behalf of the County if such easement is no longer needed or used by Peoples Gas for the purposes set forth herein.

Section 4. This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the Easement Agreement, and provide a copy of such recorded instrument to the Clerk of the Board within 30 days of execution and final acceptance. This Board further directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The foregoing resolution was offered by Commissioner **Eileen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Sen. René García** 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	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "TAS", is written over a horizontal line.

Terrence A. Smith

SEC. 35 TWP. 53S. RGE. 41E.
FOLIO/PARCEL ID NO.: 0131350210160
PROJECT NO.: D0011989

PREPARED BY
AND RETURN TO:

Isabel M. Morales
Real Estate Department
Peoples Gas System, Inc.
P.O. Box 2562
Tampa, FL 33601

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 701 NW 1 CT 16th Floor, Miami, FL 33136 (“Grantor”), in consideration of One Dollar and other valuable considerations paid to Grantor by **PEOPLES GAS SYSTEM, INC.**, a Florida corporation, P.O. Box 2562, Tampa, Florida 33601 (“Company”), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual non-exclusive easement over and the right to enter upon the land in Miami-Dade County, Florida, described as follows:

See Exhibit “A” attached hereto and by reference made a part hereof (“Easement Parcel”)

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from said land, installations described as follows:

Underground gas line and aboveground and underground necessary appurtenances thereto, including without limitation telecommunications equipment, risers, and pipeline markers (“Facilities”).

The aforesaid rights and privileges granted shall include the right and privilege to root prune or remove any and all deep rooted vegetation upon said Easement Area and upon the Grantor’s lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

Company shall promptly repair any damage to the Easement Area, or any other property not owned by Company, caused by Company exercising its rights under this agreement, including ground cover, planting, roadways, driveways, sidewalks, and parking areas.

Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the Easement parcel provided that it does not and will not directly interfere with the Company’s Facilities, does not change grade, and does not cause water impoundment. Grantor further acknowledges that under the “Underground Facility Damage Prevention and Safety Act” (ch. 556 Fla. Stat.), that Grantor is obligated to notify “Sunshine State One-Call of Florida, Inc.” of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate, if applicable, their underground Facilities prior to said excavation or demolition.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio.

Company, at its option and in its sole discretion, may remove those underground portions of the Facilities that should be removed and purge and cap any portions of abandoned Facilities to be left in place.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this ____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

MIAMI-DADE COUNTY, a political subdivision
of the State of Florida

By: _____
Name: _____
Title: _____

WITNESS: _____
Print Name: _____

WITNESS: _____
Print Name: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this ____ day of _____ 20__ by _____ as _____ of _____, on behalf of the corporation by means of ☐ physical presence or ☐ online notarization. She/He personally appeared before me, is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public

Print Name
Commission Expires:

EXHIBIT "A" (Page 1 of 3)
(See attached legal description and sketch)

EXHIBIT "A"
SKETCH & LEGAL DESCRIPTION
FOR GAS EASEMENT

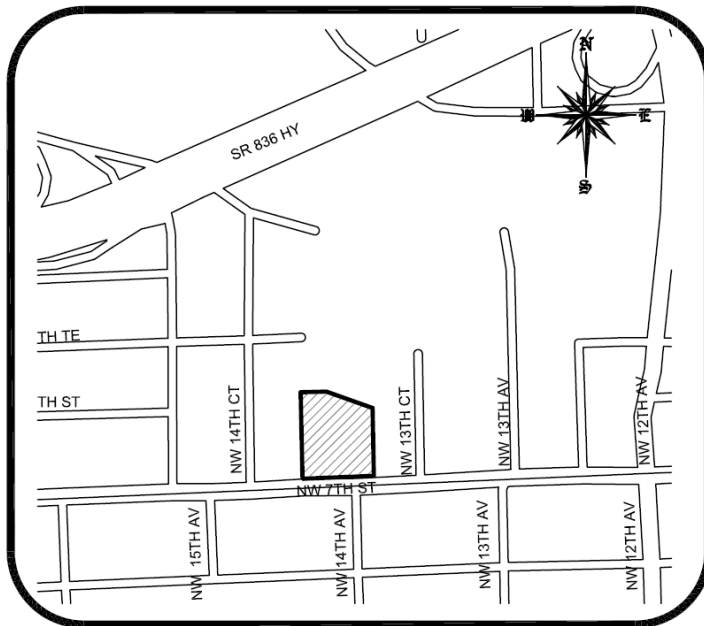
LOCATION MAP
THIS IS NOT A BOUNDARY SURVEY
MIAMI-DADE COUNTY, FLORIDA
CITY OF MIAMI

PROPERTY OWNER: PASEO DEL RIO

PROPERTY ADDRESS: 1401 NW 7th STREET, MIAMI, FLORIDA 33136

PROPERTY FOLIO # 01-3135-021-0160

LOCATION SKETCH
SCALE = N.T.S.



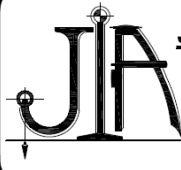
SURVEYOR'S NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY JOHN IBARRA & ASSOCIATES, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. BEARINGS SHOWN HEREON ARE BASED ON PLAT.

SECTION 35 TOWNSHIP 53 RANGE 41
LYING AND BEING IN MIAMI, MIAMI-DADE COUNTY, FLORIDA

SHEET 1 OF 3. NOT VALID WITHOUT SHEETS 1 THRU 3.

DRAWN BY:	JB
DATE :	12/19/2022
SCALE:	NONE
SURVEY NO:	20-000282-18
SHEET:	1 OF 3



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM

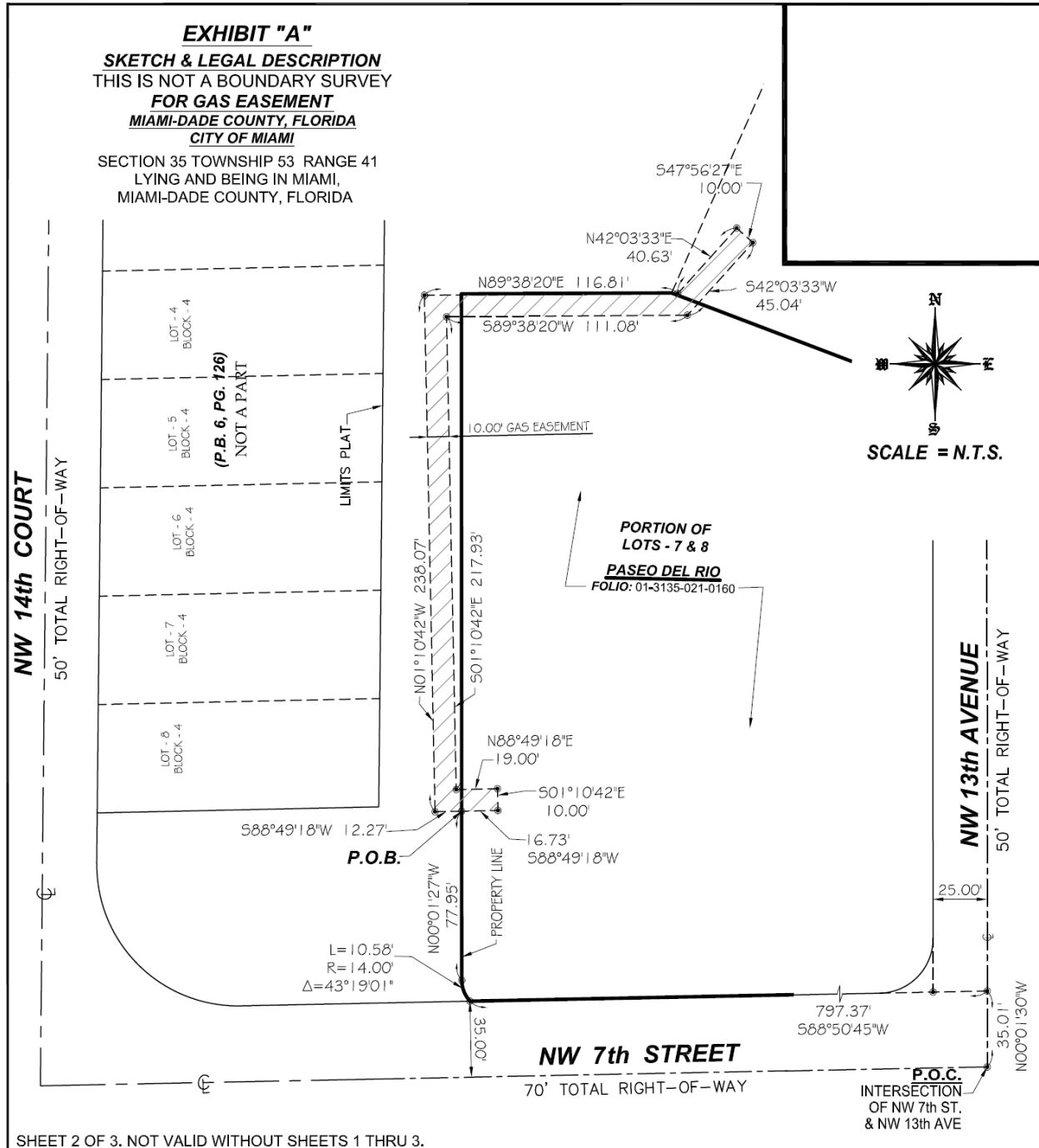
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

3725 DEL PRADO BLVD. S.
SUITE B
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



Digitally signed by
JOHN A IBARRA
Date: 2022.12.20
14:49:41 -05'00'

EXHIBIT "A" (Page 2 of 3)



SHEET 2 OF 3. NOT VALID WITHOUT SHEETS 1 THRU 3.

DRAWN BY:	JB
DATE :	12/19/2022
SCALE:	NONE
SURVEY NO:	20-000282-18
SHEET:	2 OF 3

JOHN IBARRA & ASSOCIATES, INC.
 Professional Land Surveyors & Mappers
 WWW.IBARRALANDSURVEYORS.COM

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 SUITE B
 CAPE CORAL, FL 33904
 PH: (239) 540-2660
 FAX: (239) 540-2664

John A. Ibarra

Digitally signed by
 JOHN A IBARRA
 Date: 2022.12.20
 14:47:31 -05'00'

EXHIBIT "A" (Page 3 of 3)

EXHIBIT "A"
LEGAL DESCRIPTION TO ACCOMPANY SKETCH
THIS IS NOT A BOUNDARY SURVEY
FOR GAS EASEMENT
MIAMI-DADE COUNTY, FLORIDA
CITY OF MIAMI

SECTION 35 TOWNSHIP 53 RANGE 41
LYING AND BEING IN MIAMI, MIAMI-DADE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A STRIP OF LAND, BEING A PORTION OF LOTS 7 AND 8, LESS THE SOUTH 20 FEET, CORRECTED PLAT OF RIVERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, AT PAGE 95 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT INTERSECTION OF NW 7TH STREET AND NW 13TH AVENUE; THENCE N00°01'30"W ALONG THE CENTERLINE OF NW 13TH AVENUE FOR A DISTANCE 35.01 FEET; THENCE S88°50'45"W ALONG A LINE 35.00 FEET NORTH AND PARALLEL TO THE CENTERLINE OF NW 7TH STREET, SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF SAID NW 7TH STREET, FOR A DISTANCE OF 797.37 FEET; TO A NON-TANGENT POINT OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIAL LINE BEARING OF N46°39'33"E TO ITS RADIAL POINT; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 43°19'01", FOR AN ARC DISTANCE OF 10.58 FEET, TO A POINT OF TANGENCY; THENCE N00°01'27"W FOR A DISTANCE OF 77.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88°49'18"W FOR A DISTANCE OF 12.27 FEET; THENCE N01°10'42"W FOR A DISTANCE 238.07 FEET; THENCE N89°38'20"E FOR A DISTANCE 116.81 FEET; THENCE N42°03'33"E FOR A DISTANCE OF 40.63 FEET; THENCE S47°56'27"E FOR A DISTANCE OF 10.00 FEET; THENCE S42°03'33"W FOR A DISTANCE OF 45.04 FEET; THENCE S89°38'20"W FOR A DISTANCE OF 111.08 FEET; THENCE S01°10'42"E FOR A DISTANCE OF 217.93 FEET; THENCE N88°49'18"E FOR A DISTANCE OF 19.00 FEET; THENCE S01°10'42"E FOR A DISTANCE OF 10.00 FEET; THENCE S88°49'18"W FOR A DISTANCE OF 16.73 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 4088 SQ.FT.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "SKETCH OF LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

ABBREVIATIONS:

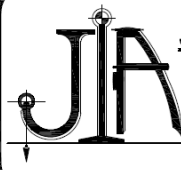
C = CENTER LINE
M = MONUMENT LINE
P.B. = PLAT BOOK
PG. = PAGE
SQ. FT. = SQUARE FEET
SEC. = SECTION
TWP. = TOWNSHIP
RGE. = RANGE
FT. = FEET

BY:  Digitally signed by JOHN
A IBARRA
Date: 2022.12.20 14:48:16 -05'00' **12/19/2022**
JOHN IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA

SHEET 3 OF 3. NOT VALID WITHOUT SHEETS 1 THRU 3.

DRAWN BY:	JB
DATE :	12/19/2022
SCALE:	NONE
SURVEY NO:	20-000282-18
SHEET:	3 OF 3



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JOHN A IBARRA
Date: 2022.12.20
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