

RESOLUTION NO. 11-895

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PROVIDING FOR ACCEPTANCE OF A UTILITIES EASEMENT FROM OLIVA HOLDINGS CORPORATION; AUTHORIZING THE TOWN MANAGER TO OBTAIN THE EASEMENT; AUTHORIZING ACCEPTANCE OF THE EASEMENT; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS OF THE EASEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE EASEMENT; DIRECTING THE TOWN CLERK TO RECORD THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Oliva Holdings Corporation, a Florida corporation (the "Owner"), owner of certain real property located in Miami-Dade County, Florida, has executed an easement to the Town of Miami Lakes (the "Town"), for the installation, operation and maintenance of certain utilities improvements consisting primarily of certain outfall pipe, collection and transmission facilities; and

WHEREAS, the Town shall be responsible for restoration costs associated with the construction of the utilities easement in an approximate amount of \$48,000.00; and

WHEREAS, the Town finds that it is appropriate and in the best interest of the public to accept the easement from the Owner for utilities improvements, attached hereto as Exhibit "A" (the "Easement").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Easement. The Easement, a copy of which is attached as Exhibit "A", is hereby approved by the Town.

Section 3. Acceptance of the Easement. The Town Manager is hereby authorized to take all action necessary to complete the acceptance of the Easement from the Owner.

Section 4. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Easement.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Easement, including, but not limited to, approximately \$48,000.00 for restoration costs associated with the Easement.

Section 6. Execution of the Easement. The Town Manager is authorized to execute the Easement on behalf of the Town, and to execute any required agreements and/or documents to implement the terms and conditions of the Easement and to execute any extensions and/or amendments to the Easement, subject to the approval as to form and legality by the Town Attorney.

Section 7. Recordation of the Easement. The Town Clerk is directed to record the Easement in the Public Records of Miami-Dade County.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of May, 2011.

Motion to adopt by Mayor Pizzi, second by Councilmember Collins.

FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	yes
Vice Mayor Nick Perdomo	yes
Councilmember Mary Collins	yes
Councilmember Tim Daubert	yes
Councilmember Nelson Hernandez	yes
Councilmember Ceasar Mestre	yes
Councilmember Richard Pulido	yes




Michael Pizzi
MAYOR

ATTEST:


TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:


TOWN ATTORNEY
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.

DOCUMENT COVER PAGE

For those documents not providing the **required** space on the first page, this cover page must be attached.

It must describe the document in sufficient detail to prohibit its transference to another document.

An additional recording fee for this page must be remitted.

(Space above this line reserved for recording office use)

Document Title: Easement Agreement
(Mortgage, Deed, Construction Lien, Etc.)

Executing Party: Town of Miami Lakes

Legal Description: A Portion of Lot 5, Block 2 Miami Lakes Industrial Park Section 5
(If Applicable)

(P.B. 93, P.G.96, D.C.R)

As more fully described in above described document.

Return Document To / Prepared By:

Town of Miami Lakes Clerk's Office

15150 NW 79 CT, Suite 100

Miami Lakes, FL 33016

**F.S. 695.26 Requirements for recording instruments affecting real property—
(Relevant excerpts of statute)**

(1) No instrument by which the title to real property or any interest therein is conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the circuit court unless:

(e) **A 3-inch by 3-inch space at the top right-hand corner on the first page** and a 1-inch by 3-inch space at the top right-hand corner on each subsequent page are reserved for use by the clerk of the court...

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

John J. Kendrick III, Esq.
Weiss Serota Helfman
Pastoriza Cole & Boniske, P. L.
200 East Broward Boulevard
Suite 1900
Fort Lauderdale, Florida 33301
(954) 763-4242

For Recording Purposes Only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made this 10 day of MAY, 2011, by and between **OLIVA HOLDINGS CORPORATION**, a Florida corporation, having an address at 6051 NW 153rd Street, Miami Lakes, Florida 33014 (hereinafter referred to as the "GRANTOR"), and the **TOWN OF MIAMI LAKES, FLORIDA**, a Florida municipal corporation, having an address at 15700 NW 67th Avenue, Miami Lakes, Florida 33014 (hereinafter referred to as the "GRANTEE").

RECITALS:

1. GRANTOR owns fee simple title to certain real property located in Miami-Dade County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").
2. GRANTEE desires to install, operate and maintain certain outfall pipe, collection and transmission facilities including all conveyances, equipment and appurtenances related thereto, as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Utilities Easement") within the Property.
3. GRANTOR agrees to grant certain easement rights in the Utilities Easement to GRANTEE for the purposes set forth herein, as well as ingress and egress in, over, under, upon and through necessary areas of the Property for the purpose of maintaining, repairing, and replacing the Utilities Easement, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.

31st day of May, 2011
Town of Miami Lakes
Certified Copy

COPIED COPY
Page 1 9 Pages

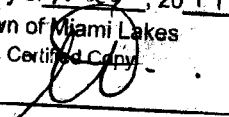
2. **Grant of Easement.** GRANTOR does hereby grant and convey to GRANTEE an exclusive, perpetual easement for the purpose of installing, operating and maintaining the Utilities Easement as well as ingress and egress in, over, under, upon and through the Utilities Easement with full rights and authority to enter upon and excavate the Utilities Easement in order to install, construct, reconstruct, operate, replace, improve, remove, inspect, repair and maintain the Utilities Easement.

3. **Improvements and Restoration.** GRANTOR and its successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or vertical structures on the Utilities Easement that may interfere with the maintenance, repair and/or replacement of the Utilities Easement and/or any rights of excavation and ingress and egress set forth herein. Paving and curbstones, as selected by mutual agreement of the parties hereto, for the parking area covering that portion of the Property containing the Utilities Easement shall be installed on the Property and Utilities Easement (and shall not be deemed to violate the foregoing) and shall be performed initially by GRANTEE at its sole cost in connection with the work performed by or for GRANTEE to install the Utilities Easement pursuant to this Agreement. Thereafter all maintenance and repair of the paving, curbstones, or parking area and the Property not associated with GRANTEE's use of the Utilities Easement as provided hereunder shall be at the sole cost and expense of GRANTOR. GRANTEE shall use reasonable efforts to minimize any impacts to GRANTOR's ongoing activities on the Property in exercising its rights hereunder.

4. GRANTEE shall restore the surface of the Utilities Easement after any excavation of the Utilities Easement and shall keep the Utilities Easement free from trash, debris and safety hazards following any repair or maintenance of the utilities. GRANTEE shall use the Utilities Easement in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Utilities Easement or use thereof as herein provided, including, but not limited to, obtaining all necessary permits for construction on the Utilities Easement from Miami-Dade County and its agencies. In exercising any rights and privileges under this easement, GRANTEE shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the State of Florida's Department of Environmental Protection Storm Water General Permit for Discharges Associated with Construction Activities, Miami-Dade County Department of Environmental Resources Management Storm Water Permitting and any other governmental agency having jurisdiction over the Property and Utilities Easement (collectively the "Storm Water Requirements").

Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of Grantee's improvements on, in or under the Utilities Easement.

5. This easement shall continue unless or until Grantee terminates its rights herein provided by written notice to the Grantor, its successors or assigns.

31st day of May, 2011
Town of Miami Lakes
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Page 2 of 9 Pages

6. **Warranties and Representations.** GRANTOR does hereby warrant and represent to GRANTEE, that (a) it is the lawful owner of the Property - (b) it has good and lawful right to enter into this Agreement and convey said easement, subject to the consent of Grantee's mortgage holder; (c) all applicable corporate, partnership, trust or other required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTOR's execution and delivery of this Agreement, except as referenced in (b) above. GRANTOR hereby grants this easement subject to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority, covenants, easements and restrictions of record, if any; matters pertaining to the Plat; oil, gas and mineral rights of record if there is no right of entry; and taxes not yet due and payable. GRANTOR acknowledges and agrees that GRANTEE is materially relying upon the warranties and representation made by GRANTOR in this Agreement.

7. **Covenants Running with the Land.** This Agreement, and the rights and interests created herein, shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

8. **Miscellaneous.** This Easement shall be construed under the laws of the State of Florida. GRANTEE may, at GRANTEE's cost and expense, record this Agreement and any amendments hereto in the Public Records of Miami-Dade County, Florida. This Agreement may only be modified, supplemented or revised in writing signed by the parties, or their successors or assigns, and any modification shall be effective only upon recordation in the Public Records of Miami-Dade County, Florida.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

31st day of May, 2011
Town of Miami Lakes
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Page 3 of 9 Pages

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

WITNESSES:

GRANTOR:

Ma Elena Palenzuela
Print Name: Ma Elena Palenzuela

OLIVA HOLDINGSCORPORATION,
a Florida corporation

Aida D. Gutierrez
Print Name: Aida D. Gutierrez

By: *[Signature]*
Print Name: Gilberto Oliva
Its: President

Executed on May 2, 2011

WITNESSES:

GRANTEE:

[Signature]
Print Name: *[Signature]*
Diana M. Wolfson
Print Name: Diana M. Wolfson

TOWN OF MIAMI LAKES, FLORIDA,
a Florida municipal corporation

By: *[Signature]*
Alex Rey, Town Manager

Executed on May 16, 2011

ATTEST:

By: *[Signature]*
Marjorie Tejeda, Town Clerk

Approved as to form and legal sufficiency
for the use and reliance of
Town of Miami Lakes, Florida only:

By: *[Signature]*
Town Attorney

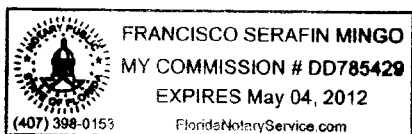
31st day of May, 2011
Town of Miami Lakes
Certified Copy

CERTIFIED COPY

Page 4 of 9 Pages

STATE OF FLORIDA)
) .SS
COUNTY OF MIAMI-DADE)

THIS IS TO CERTIFY, that on this _____ day of _____, 2011, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Gilberto Oliva, as President of OLIVA HOLDINGS INC., a Florida corporation, on behalf of the corporation, who (check one) is personally known to me or [] produced _____ as identification.

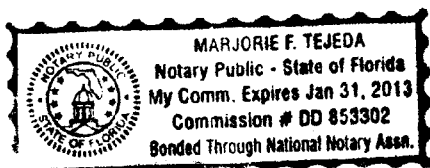


[Signature]

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

STATE OF FLORIDA)
) .SS
COUNTY OF MIAMI-DADE)

THIS IS TO CERTIFY, that on this 16 day of May, 2011, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Alex Rey as Town Manager of the Town of Miami Lakes, Florida, a Florida municipal corporation, on behalf of the corporation, who (check one) is personally known to me or [] produced _____ as identification.



[Signature]

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

31st day of May, 20 11
Town of Miami Lakes
Certified Copy
[Signature]

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Page 5 of 9 Pages

EXHIBIT "A"

LEGAL DESCRIPTION

Certain real property located in Miami-Dade County, Florida more particularly described as follows:

C:\Documents and Settings\fmingo\Local Settings\Temporary Internet Files\OLK\KCLEAN FINAL Utility Easement Oliva Holdings Corporation.doc

31st day of May, 2011
Town of Miami Lakes
Certified Copy

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Page 6 of 9 Pages

SKETCH & DESCRIPTION
10' UTILITY EASEMENT
 A PORTION OF LOT 5, BLOCK 2
 MIAMI LAKES INDUSTRIAL PARK SECTION FIVE
 (P.B. 93, PG. 96, D.C.R.)

LAND DESCRIPTION:

A Portion of Lot 5, Block 2, MIAMI LAKES INDUSTRIAL PARK SECTION FIVE, according to the Plat thereof as recorded in Plat Book 93, Page 96, of the Public Records of Miami-Dade County, Florida. Being more particularly described as follows:

The East 10 feet of the West 25 feet of said Lot 5, Block 2.

Said lands lying in the Town of Miami-Lakes, Miami-Dade County, Florida.

3/5th day of May, 2011
 Town of Miami Lakes
 Certified Copy

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds,
3. The land description shown hereon was prepared by the surveyor.
4. Bearings shown hereon are based on the Plat with the North line of said Tract 'B' having a bearing of S89°12'00"W.
5. Data shown hereon was compiled from instruments(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: L.B.= Licensed Business; P.B.= Plat Book; D.C.R.= Dade County Records; PG.= Page; P.L.S.= Professional Land Surveyor.
7. Folio Number, based on property information found at "www..miamidade.gov"

CERTIFICATION:

I HEREBY CERTIFY that the attached SKETCH & DESCRIPTION of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this SKETCH & DESCRIPTION meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 1/27/2011

CERTIFIED COPY
 7 of 9 Pages

John T. Doogan
 JOHN T. DOOGAN, P.L.S.
 Florida Registration No. 4409
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 AND 2


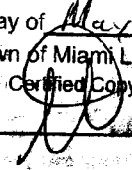
REVISIONS 	 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com ©2011 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</p>	JOB #: 8373-4
		SCALE: -
		DATE: 01/25/2011
		BY: W.R.E.
		CHECKED: J.T.D.
		F.B. PG.
SHEET 1 OF 2		

EXHIBIT "B"
UTILITIES EASEMENT

31st day of May, 2011
Town of Miami Lakes
Certified Copy


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Page 8 of 9 Pages

SKETCH & DESCRIPTION
10' UTILITY EASEMENT
 A PORTION OF LOT 5, BLOCK 2
 MIAMI LAKES INDUSTRIAL PARK SECTION FIVE
 (P.B. 93, PG. 96, D.C.R.)

BISCAYNE CANAL C-8 EXTENSION



LOT 3, BLOCK 2
 MIAMI LAKES INDUSTRIAL
 PARK SECTION FIVE
 (P.B. 93, PG. 96, D.C.R.)

LOT 4, BLOCK 2
 MIAMI LAKES INDUSTRIAL
 PARK SECTION FIVE
 (P.B. 93, PG. 96, D.C.R.)

WEST 25'
 LOT 5, BLOCK 2
 (P.B. 93, PG. 96, D.C.R.)

EAST 10'

A PORTION OF
 LOT 5, BLOCK 2
 MIAMI LAKES INDUSTRIAL
 PARK SECTION FIVE
 (P.B. 93, PG. 96, D.C.R.)

FOLIO NUMBER
 32-2024-015-0130

EAST LINE LOT 4

191.51'

10' UTILITY EASEMENT
 (P.B. 93, PG. 96, D.C.R.)

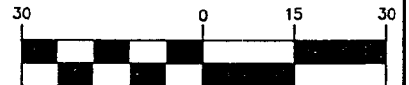
31st day of May, 2011
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9 of 9 Pages

N.W. 153RD STREET

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

NOT VALID WITHOUT
 SHEETS 1 AND 2

REVISIONS



AVIROM & ASSOCIATES, INC.
 SURVEYING & MAPPING
 50 S.W. 2ND AVENUE, SUITE 102
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 TEL. (561) 392-2594, FAX (561) 394-7125
 www.AVIROM-SURVEY.com

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JOB #:	8373-4
SCALE:	1" = 30'
DATE:	01/25/2011
BY:	W.R.E.
CHECKED:	J.T.D.
F.B.	PG.
SHEET	2 OF 2