

RESOLUTION NO. 12-0108

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO ACCEPT A UTILITY EASEMENT AT THE PROPERTY LOCATED AT 16242 NW 79 AVENUE FOR CONSTRUCTION OF AN OUTFALL NEEDED TO ENHANCE THE AREA'S STORM WATER SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE UTILITY EASEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT OF EASEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the "Town") has received complaints regarding flooding along 79<sup>th</sup> Avenue; and

**WHEREAS**, staff and C3TS engineers, inspected the area and noted that flooding was excessive and required 24 hours or longer for water to dissipate; and

**WHEREAS**, the Town and C3TS developed a complementary system based on Town and Dade County records; and

**WHEREAS**, to mitigate the existing site conditions, an additional 40 feet of exfiltration trench was connected to the existing system; however, to ensure that the system will work properly, a positive outfall needs to be added; and,

**WHEREAS**, the owner of the property located at 16242 NW 79 Avenue, Miami Lakes Florida, has offered to grant an easement to the Town for the installation of an outfall; and

**WHEREAS**, the additional work is estimated to cost \$85,000, payable from the Reserve for Stormwater within the Capital Projects Fund.

Resolution No. 12- 968

**WHEREAS**, the Town Council desires to approve the acceptance of an easement at the property located at 16242 NW 79 Avenue, Miami Lakes, by owner Juan Carlos Valiente, for the utility easement required for the construction of an outfall.

**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 incorporated herein by this reference.

**Section 2. Acceptance of the Easement.** The Town Manager is hereby authorized to accept a utility easement from the property owner Juan Carlos Caliente, located at 16242 NW 79 Avenue, Miami Lakes, Florida, for the construction of an outfall to enhance the area storm water system.

**Section 3. Authorization of Officials.** The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the easement.

**Section 4. Execution of the Easement.** The Town Manager is authorized to execute the easement on behalf of the Town.

**Section 5. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the utility easement for the construction of the outfall.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

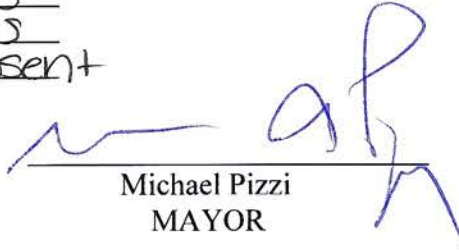
Resolution No. 12- 908

**PASSED AND ADOPTED** this 14 day of Feb., 2012.


Motion to adopt by Michael Pizzi, second by Mary Collins.

**FINAL VOTE AT ADOPTION**


Mayor Michael Pizzi	<u>yes</u>
Vice Mayor Ceasar Mestre	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Nelson Hernandez	<u>yes</u>
Councilmember Nick Perdomo	<u>yes</u>
Councilmember Richard Pulido	<u>absent</u>

  
\_\_\_\_\_  
Michael Pizzi  
MAYOR

Attest:

  
\_\_\_\_\_  
Marjorie Tejada  
TOWN CLERK

Approve as to Form and Legal Sufficiency

  
\_\_\_\_\_  
Joseph S. Geller  
GREENSPOON, MARDER, P.A.  
INTERIM TOWN ATTORNEY

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



**For Recording Purposes Only**

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (the "Agreement") is made this 14<sup>th</sup> day of Feb-  
RUAN, 2012, by and between **JUAN CARLOS VALIENTE** and **MADELEN LEIVA VALIENTE** husband and wife, Florida residents, having an address at 16242 NW 79 Avenue, Miami Lakes, Florida 33016 (hereinafter referred to as the "GRANTOR"), and the **TOWN OF MIAMI LAKES, FLORIDA**, a Florida municipal corporation, having an address at 15150 NW 79<sup>th</sup> Court, 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.

10<sup>th</sup> day of April, 2012  
Town of Miami Lakes  
Certified Copy  
HQ

2. **Grant of Easement.** GRANTOR does hereby grant and convey to GRANTEE an exclusive, perpetual after the fact easement (main house already built including vertical and horizontal structures, pool deck and finishes) 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 (with 24 hour prior notification to owner unless emergency work) 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. As clarification, owner has already designed a vertical construction encroaching one foot into the easement that will not interfere with the maintenance of it, as previously approved by variance No. PCHA 0913. Concrete slabs and tile finishes, utilities and landscape, as selected by mutual agreement of the parties hereto, for the area covering that portion of the Property containing the Utilities Easement shall be restored 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 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 and all areas affected 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.



10<sup>th</sup> day of April, 2012  
Town of Miami Lakes  
Certified Copy  
*[Signature]*



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

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 representations 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.

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12<sup>th</sup> day of April, 2012  
Town of Miami Lakes  
Certified Copy  
[Signature]

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:

[Signature]  
Print Name: Eliery Palero

Juan Carlos Valiente, a Florida Resident  
MADELEN LEIVA VALIENTE

[Signature]  
Print Name: Hiram G. Suda

By: [Signature]  
Print Name: JUAN VALIENTE/MADELEN LEIVA VALIENTE  
Its: \_\_\_\_\_

Executed on \_\_\_\_\_, 2011 ~~2012~~

WITNESSES:

GRANTEE:

[Signature]  
Print Name: Eliery Palero

TOWN OF MIAMI LAKES, FLORIDA,  
a Florida municipal corporation

[Signature]  
Print Name: Hiram G. Suda

By: [Signature]  
Alex Rey, Town Manager

Executed on 4/5/12, 2011 ~~2012~~

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:

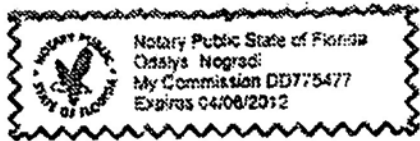
By: [Signature]  
Town Attorney



12<sup>th</sup> day of April, 2012  
Town of Miami Lakes  
Certified Copy  
[Signature]

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

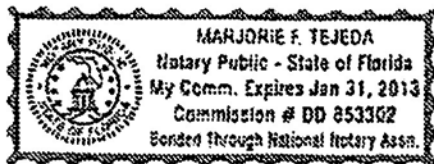
THIS IS TO CERTIFY, that on this 4 day of April, <sup>2012</sup> 2011, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared **JUAN CARLOS VALIENTE and MADELEN LEIVA VALIENTE, husband and wife**; a Florida resident, having an address at 16242 NW 79 Avenue, Miami Lakes, Florida 33016, who (check one) [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.



Odalys Negradi  
NOTARY PUBLIC  
Print Name: Odalys Negradi  
My Commission Expires: \_\_\_\_\_

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

THIS IS TO CERTIFY, that on this 11 day of April, <sup>2012</sup> 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.



M. Tejeda  
NOTARY PUBLIC  
Print Name: Marjorie Tejeda  
My Commission Expires: 1/31/2013



12th day of April, 2012  
Town of Miami Lakes  
Certified Copy  
MRP





**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**5 FOOT WIDE DRAINAGE EASEMENT**  
 for  
**CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.**  
**EXHIBIT "A"**

**SOURCES OF DATA:**

The Legal Description of the Subject Property was generated from the review of the following Maps:

Plat of "FOURTH ADDITION TO ROYAL OAKS", recorded in Plat Book 131, Page 53, Miami-Dade County Records.

Plat of "PRIMAVERA FIRST ADDITION", recorded in Plat Book 154, Page 20, Miami-Dade County Records.

In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

Sketch furnished by the Client depicting the Drainage Easement location.

Bearings as shown hereon are based upon the West Right of Way Line of NW 79th Avenue with an assumed bearing of S02°36'40"E, said line to be considered a well established and monumented line.

**EASEMENTS AND ENCUMBRANCES:**

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

**LIMITATIONS:**

Since no other information were furnished other than that is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the 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.

**INTENDED USE / EXPRESS PURPOSES:**


It is understood by the Surveyor that the intended use of this document is to create a drainage easement for pluvial waters discharge into adjoining lake.

**SURVEYOR'S CERTIFICATE:**

I hereby certify that this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17.050 through 5J-17.052 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes

By:  Date: 2/21/2012

Abraham Haddad, P.S.M.  
 Professional Surveyor and Mapper LS 6006  
 State of Florida  
 HADONNE CORP.  
 Land Surveyors and Mappers  
 Certificate of Authorization LB7097  
 1985 N.W. 88th Court, Suite 202  
 Doral, Florida 33172  
 305.266.1188 phone  
 305.207.6845 fax

12<sup>th</sup> day of April, 2012  
 Town of Miami Lakes  
 Certified Copy  


NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J-17.051 of the Florida Administrative Code.

NOTICE: Not full and complete without all pages. Total of Two (2) Pages

No. 11215  
 Page 2 of 2

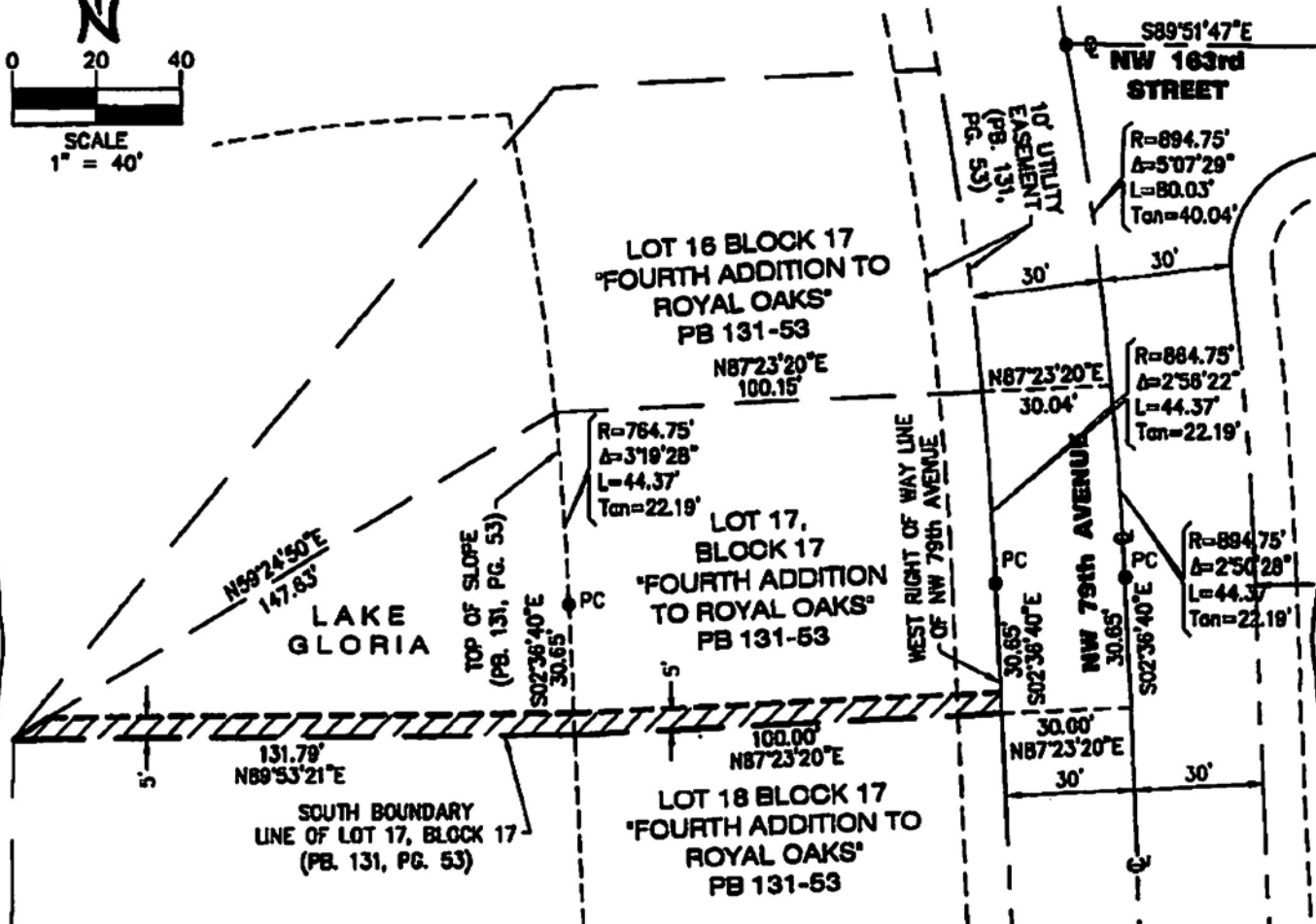
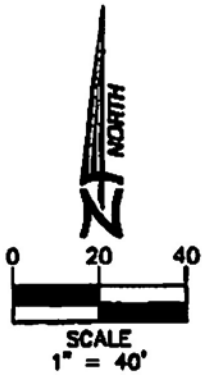
**EXHIBIT "B"**

**UTILITIES EASEMENT**



12<sup>th</sup> day of April, 20 12  
Town of Miami Lakes  
Certified Copy  
[Signature]

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**5 FOOT WIDE DRAINAGE EASEMENT**  
 for  
**CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.**  
**EXHIBIT "A"**



12<sup>th</sup> day of April, 2012  
 Town of Miami Lakes  
 Certified Copy  
*MLO*



**LEGAL DESCRIPTION**  
**5 FOOT WIDE DRAINAGE EASEMENT:**

The Southerly 5.0 feet of Lot 17, in Block 17 of "FOURTH ADDITION TO ROYAL OAKS", according to the Plot thereof, as recorded in Plat Book 131, at Page 53 of the Public Records of Miami-Dade County, Florida.

Containing 1,137 Square Feet, more or less, by calculations.