

AGREEMENT FOR EXCHANGE OF PROPERTY
BETWEEN
MIAMI-DADE COUNTY
AND
THE TOWN OF MIAMI LAKES

THIS AGREEMENT (hereinafter “Agreement”) is entered into and made effective this ____ day of _____, 20__ (“Effective Date”), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter, the “County”), and the **TOWN OF MIAMI LAKES**, a municipal corporation of the State of Florida (hereinafter, the “Town”, and collectively with the County, the “Parties”).

RECITALS

WHEREAS, the Town is the fee simple owner of certain real property located 6350 Lake Patricia Drive, Miami Lakes, Florida, bearing Folio No. 32-2024-0003-2750 (hereinafter, the “Town Property”); and

WHEREAS, the County is the fee simple owner of 1,742 square feet of real property located within 6350 Lake Patricia Drive, Miami Lakes, Florida, bearing Folio No. 32-2024-003-2720 (hereinafter, the “County Property”), as depicted and legally described in Exhibit “A”; and

WHEREAS, the Miami-Dade Water and Sewer Department (hereinafter, “WASD”) owns and operates Pump Station 329, which is located on the County Property; and

WHEREAS, in order to bring Pump Station 329 into compliance with the requirements and regulations set forth by United States Environmental Protection Agency (USEPA), the County must complete upgrades to Pump Station 329 by December 31, 2025; and

WHEREAS, as part of the upgrades, the County is proposing to remove and relocate Pump Station 329, at its sole cost and expense, to an area within the Town Property that would provide WASD with better access to the new upgraded Pump Station 329 and would decrease the number of disruptions to the Town Property; and

WHEREAS, the County will also design and construct the upgraded Pump Station 329 to provide greater sewer capacity to the surrounding area; and

WHEREAS, in order to accommodate the relocation of the new upgraded Pump Station 329, the Town has agreed to convey a portion of the parcel of the Town Property to the County; and

WHEREAS, the parcel to be conveyed by the Town to the County (the “Town Parcel”) totals 1,742 square feet and is depicted and legally described in Exhibit “B”; and

WHEREAS, in exchange for the Town conveying the Town Parcel to the County, the County will convey the County Property to the Town at no cost to either Party; and

WHEREAS, the Parties acknowledge and agree that the property exchange involves properties of similar size and value; and

WHEREAS, pursuant to Section 125.37, Florida Statutes, the Town desires to convey the Town Parcel to the County in exchange for the County conveying the County Property to the Town; and

WHEREAS, the County will fund all costs associated with the upgrades, removal and relocation of Pump Station 329 and will own, operate and maintain Pump Station 329 going forward; and

WHEREAS, the Town will convey the Town Parcel to the County immediately upon execution of this Agreement so that the County can begin relocation of Pump Station 329; and

WHEREAS, upon completion of the relocation of Pump Station 329 and upon receiving certification of the new Pump Station 329 from the Miami-Dade County Department of Regulatory and Economic Resources (“RER”), the County will convey the County Property to the Town within ninety (90) days from receipt of the RER certification,

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

TERMS:

1. INCORPORATION OF RECITALS.

The foregoing Recitals are true and correct and are incorporated herein by reference. If there is a conflict between any of the Recitals and the Terms of this Agreement, the Terms set forth below shall control.

2. PROPERTY TO BE EXCHANGED AND INTEREST CONVEYED.

A) The County Property.

The County hereby promises and agrees to convey to the Town by County Deed the County Property, which bears the following legal description:

A portion of Tract C and Tract P-3 of “Miami Lakes-Section One”, according to the plat thereof as recorded in Plat Book 75, Page 35, of the Public Records of Miami-Dade County, Florida:

Commence at the southeast corner of said Tract P-3; thence along the east boundary of said Tract P-3, North 00*00'00" west 15.19 feet to the point of beginning, thence south 90*00'00" west 92.00 feet; thence along the east boundary of said Tract C, North 00*00'00" west 4.81 feet; thence south 90*00'00" west 60.42 feet; thence north 00*00'00" west 15.00 feet; thence north 90*00'00" east 60.42 feet; thence along said east boundary of Tract C, south 00*00'00" east 12.00 feet; thence North 90*00'00" east 38.20 feet; thence North 00*00'00" west 2.19 feet; thence North 90*00'00" east 53.80 feet; thence along said east boundary of said Tract P-3, South 00*00'00" East 10.00 feet to the point of beginning.

Said lands situate, lying and being in Miami-Dade County, Florida and Containing 1,743 square feet, more or less, by calculations (0.040 acres).

B) The Town Parcel.

The Town hereby promises and agrees to convey to the County by Town Deed the Town Property, which bears the following legal description:

A portion of Tract C and Tract P-3 of "Miami Lakes-Section One", According to the plat thereof as recorded in Plat Book 75, Page 35, of the Public Records of Miami-Dade County, Florida.

Begin at the southwest corner of said Tract C; thence along the west boundary of said Tract C, North 00*00'00" West 12.00 Feet; thence along the north boundary of said Tract C, North 90*00'00" East 5.00 Feet; thence North 00*00'00" West 3.00 Feet; thence north 90*00'00" East 52.57 Feet; thence South 00*00'00" East 32.00 Feet; thence South 90*00'00" West 52.57 Feet; thence North 00*00'00" West 17.00 Feet; thence Along the South Boundary of said Tract C, South 90*00'00" West 5.00 Feet to the point of Beginning.

Said lands situate, lying, and being in Miami-Dade County, Florida and containing 1742 square feet (0.040 Acres) more or less.

3. NO CASH CONSIDERATION.

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

4. FAIR EXCHANGE OF PROPERTIES.

The County and the Town agree it is the intent of the Parties hereto that this transaction does not represent individual sales of properties, but to the contrary, it is one interdependent transaction, constituting a fair exchange of properties for good and valuable consideration. A diagram showing both parcels relative to one another within the Town Property is attached hereto as Exhibit "C".

5. PROPERTY AND POSSESSION.

Immediately upon execution of this Agreement by both Parties, the Town will deliver to the County a fully executed Town Deed in substantially the same form as attached hereto as Exhibit “D” for the Town Property in “AS IS, WHERE IS CONDITION.”

The County will deliver to the Town a fully executed County Deed for the County Property within ninety (90) days after the completion of the Pump Station 329 upgrades and receipt of RER certification. The County Deed will be in substantially the form attached hereto as Exhibit “E”.

6. DISCLOSURE.

The County warrants that there are no facts which materially and adversely affect the value of the County Property, the physical conditions of the County Property and/or which would inhibit, prevent or discourage the Town or any future Town from utilizing the County Property for the Town’s intended and anticipated uses.

The Town warrants that there are no facts which materially and adversely affect the value of the Town Parcel, the physical conditions of the Town Parcel and/or which would inhibit, prevent or discourage the Town or any future County from utilizing the Town Parcel for the County’s intended and anticipated uses.

7. LITIGATION.

If the Town or the County incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be entitled to recover any and all such costs and expenses, including but not limited to, court costs and reasonable attorney fees incurred during litigation, including any trials and appeals.

8. NO WAIVER OF SOVEREIGN IMMUNITY.

Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the Town or the County’s immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

9. ASSIGNMENT.

The Agreement shall not be assigned, transferred or otherwise conveyed to any other Party in whole or in part, without prior written consent of both the County and the Town.

10. NOTICES.

Any notice required or permitted to be given under this Agreement, unless otherwise agreed to herein, shall be delivered by hand, by electronic mail, by the United States Post Office, sent Certified Mail, Return Receipt Requested, postage pre-paid, signature confirmation upon

delivery, and addressed as described below, and all such notices will be deemed effective or received only upon receipt or refusal of delivery.

Notice to the Town: Edward Pidermann, Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
pidermanne@miamilakes-fl.gov

With a copy to: Raul Gastesi, Esq., Town Attorney
8105 N.W. 155 Street
Miami Lakes, FL 33016
rgastesi@gastesi.com

Notice to the County: Miami-Dade County
Water and Sewer Department
Roy Coley, Director
3071 SW 38 Avenue
Miami, Florida 33147
Roy.Coley@miamidade.gov

With a copy to: Miami-Dade County
Patty Palomo, Chief, Intergovernmental Affairs
3071 SW 38 Avenue, Suite 156
Miami, Florida 33128
patty.palomo@miamidade.gov

11. SUCCESSOR IN INTEREST.

All of the terms of this Agreement, including but not limited to, the representations, warranties and covenants of the Parties, shall be binding upon and shall inure to the benefit of the Parties and their respective successors, administrators and assigns.

12. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or representations relating to its subject matter. This Agreement cannot be amended, modified, or altered, except by written agreement executed by all the Parties.

13. GOVERNING LAW.

This Agreement has been negotiated and executed in Florida. The Parties hereby agree that this Agreement shall be construed and governed in accordance with the laws of the State of Florida, without application of conflict of laws principles, and venue shall be in Miami-Dade County, Florida.

14. SAVINGS CLAUSE.

In the event any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, ineffective, unenforceable or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

15. NUMBERS AND GENDER.

Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

16. HEADINGS.

The headings or captions in this Agreement are inserted for the convenience of reference only and shall not be deemed to alter any provision of this Agreement or affect its meaning or construction.

17. EXHIBITS.

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

18. BROKERAGE.

There are no brokerage fees or commissions payable with respect to the conveyance of the County Property to the Town and/or of the Town Property to the County.

19. SURVIVAL.

All representations and warranties made in the Agreement, and all obligations in this Agreement, which by their terms must be performed after the transfer or conveyance, shall survive the transfer or conveyance.

20. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and by each Party on a separate but identical counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first hereinabove written, and they intend to be legally bound hereby to all of the terms and conditions of this Agreement.

TOWN OF MIAMI LAKES, A
FLORIDA MUNICIPAL CORPORATION

By: _____
Manny Cid, Mayor

ATTEST:

Gina M. Inguanzo,
Town Clerk

Approved as to Form:

Raul Gastesi, Esq.,
Town Attorney

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

By: _____
Daniela Levine Cava
County Mayor

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER

By: _____
(Deputy Clerk Signature)

Print Name: _____ Date: _____

Approved for form and legal sufficiency:

Assistant County Attorney