

MEMORANDUM

Agenda Item No. 8(N)(1)

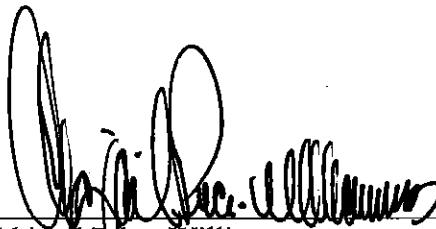
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution accepting a Sovereignty Submerged Lands Easement renewal from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for an existing public roadway and bridge over the Biscayne Bay bottom for the Rickenbacker Causeway, specifically the first bridge in Section 13, Township 54 South, Range 41 East; and authorizing the County Mayor to execute same, to exercise all rights set forth therein and to take all actions necessary to effectuate same

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



Abigail Price-Williams
County Attorney

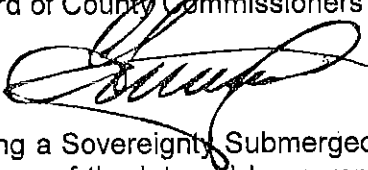
APW/smm

Memorandum



Date: November 7, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Accepting a Sovereignty Submerged Lands Easement Renewal from the Board of Trustees of the Internal Improvement Fund of the State of Florida for the First Bridge of the Rickenbacker Causeway, in Section 13, Township 54 South, Range 41 East

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution, requesting an acceptance of an easement renewal from the Board Trustees of the Internal Improvement Fund (TIIF) of the State of Florida, for the first bridge of the Rickenbacker Causeway from the mainland, which is an existing bridge spanning over Biscayne Bay; and authorizes the acceptance of said easement renewal, Parcel "B" as described in Exhibits "A" and "B," on behalf of Miami-Dade County.

Scope

The easement being accepted is located within District 7, which is represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source


There is no fiscal impact as a result of this easement renewal being accepted.

Track Record/Monitor

The Department of Transportation and Public Works (DTPW) is the entity overseeing this project and the person responsible for monitoring these acquisitions is Leandro Oña, Chief, Roadway Engineering and Right-of-Way Division.

Background

This Sovereignty Submerged Lands Easement renewal granted by TIIF is for land located directly under the First Bridge from the mainland of the Rickenbacker Causeway. The renewal will be effective for 50 years and replaces an easement from TIIF which expired on June 12, 2014.



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(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 _____, 3/5's _____, unanimous _____) 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(N)(1)
11-7-17

RESOLUTION NO. _____

RESOLUTION ACCEPTING A SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR AN EXISTING PUBLIC ROADWAY AND BRIDGE OVER THE BISCAYNE BAY BOTTOM FOR THE RICKENBACKER CAUSEWAY, SPECIFICALLY THE FIRST BRIDGE IN SECTION 13, TOWNSHIP 54 SOUTH, RANGE 41 EAST; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME, TO EXERCISE ALL RIGHTS SET FORTH THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

WHEREAS, upon consideration of the recommendation of the Department of Transportation and Public Works, the Board of County Commissioners finds and determines that the acceptance of such easement renewal would be in the public's best interest,

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

Section 1. This Board accepts a Sovereignty Submerged Lands Easement renewal from the Trustees of the Internal Improvement Fund (TIIF) of the State of Florida for an existing roadway and bridge over the Biscayne Bay bottom for the Rickenbacker Causeway, Parcel "B" as described in Exhibits "A" and "B" of this resolution.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the acceptance of easement renewal in substantially the form attached hereto, as Exhibit "1" and incorporated herein, to exercise all rights set forth therein and to take all actions necessary to effectuate same.

Section 3. Pursuant to Resolution No. R-974-09, (a) directs the County Mayor or County Mayor's designee to record the instrument of conveyance accepted herein in the Public Records of Miami-Dade County and to provide a recorded copy of each instrument to the Clerk of the Board within thirty (30) days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments together with this resolution.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of November, 2017. 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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Lauren E. Morse

Instrument Prepared By
James Kipp
Action No. 30693
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL

EASEMENT NO. 26500 (3390-13)
BOT FILE NO. 130668169

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Miami-Dade County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of submerged land in Section 13,
Township 54 South, Range 41 East, in Biscayne Bay,
Miami-Dade County, as is more particularly described
and shown on Attachment A, dated January, 1984.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from June 12, 2014, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for public transportation purposes only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. AUTOMATIC TERMINATION: This easement shall automatically terminate when, in the opinion of Grantor, the easement is not utilized for the purposes authorized. Any costs or expenses incurred by Grantor in removing Grantee or its property from the easement area shall be paid by Grantee.

4. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

5. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

6. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

7. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

8. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

9. RIGHT TO TERMINATE: Should a need of greater public benefit and use arise as determined by Grantor in its sole discretion, the Grantor shall have the right to terminate this easement. At such time, the Grantor shall issue written notification to the Grantee stating the effective date of such termination.

10. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

13. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

14. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

17. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

18. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

19. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

Original Signature

BY: _____

Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:

Benjamin M. Melton

11/23/2016

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Miami-Dade County, Florida (SEAL)
By its Board of County Commissioners

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Esteban L. Bovo, Jr.
Typed/Printed Name of Executing Authority

Original Signature

Chairman of the Board of County Commissioners
Title of Executing Authority

Typed/Printed Name of Witness

“GRANTEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Esteban L. Bovo, Jr. as Chairman, for and on behalf of Board of County Commissioners of Miami-Dade County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

//

LEGAL DESCRIPTION OF THE PROPERTY
TO BE CONVEYED TO DADE COUNTY

That portion of fractional Section 13, Township 54 South, Range 41 East, Dade County, Florida, lying Southeasterly of the Mean High Water Line as existed on June 2, 1941, and Northwesterly of the United States Harbor Line as shown on the METROPOLITAN DADE COUNTY, FLORIDA, BULKHEAD LINE, PART THREE, according to the plat thereof recorded in Plat Book 74 at Page 3 of the Public Records of Dade County, Florida and lying Southwesterly of the Southeasterly prolongation of the Northeasterly line of Lot 82 of Block "B" of FLAGLER SUBDIVISION, according to the plat thereof recorded in Plat Book 5 at Page 44 of the Public Records of Dade County, Florida, and lying Northeasterly of the Southeasterly prolongation of the Southwesterly line of Lot 84 in said Block "B" of said FLAGLER SUBDIVISION.

Containing 0.77 [±] acres overall, of which 0.60 [±] acres is under fill or existing bridge structure and 0.17 [±] is submerged lands.

I hereby certify that the attached sketch satisfies all of the requirements necessary for the easement application according to the checklist provided by the Department of Natural Resources and that the above legal description accurately describes the property sought by Dade County.

Arturo Toirac
Registered Land Surveyor
State of Florida
No. 3102



NOTES:

1. There is no Mean High Water Line shown on the sketch because the only portion of the subject parcel that is not part of the existing bridge structure or under existing fill and above the Mean High Water Line abuts an existing seawall or the bridge structure itself.
2. There is no coastal vegetation because of the existing bridge, seawall, or large boulder type fill.

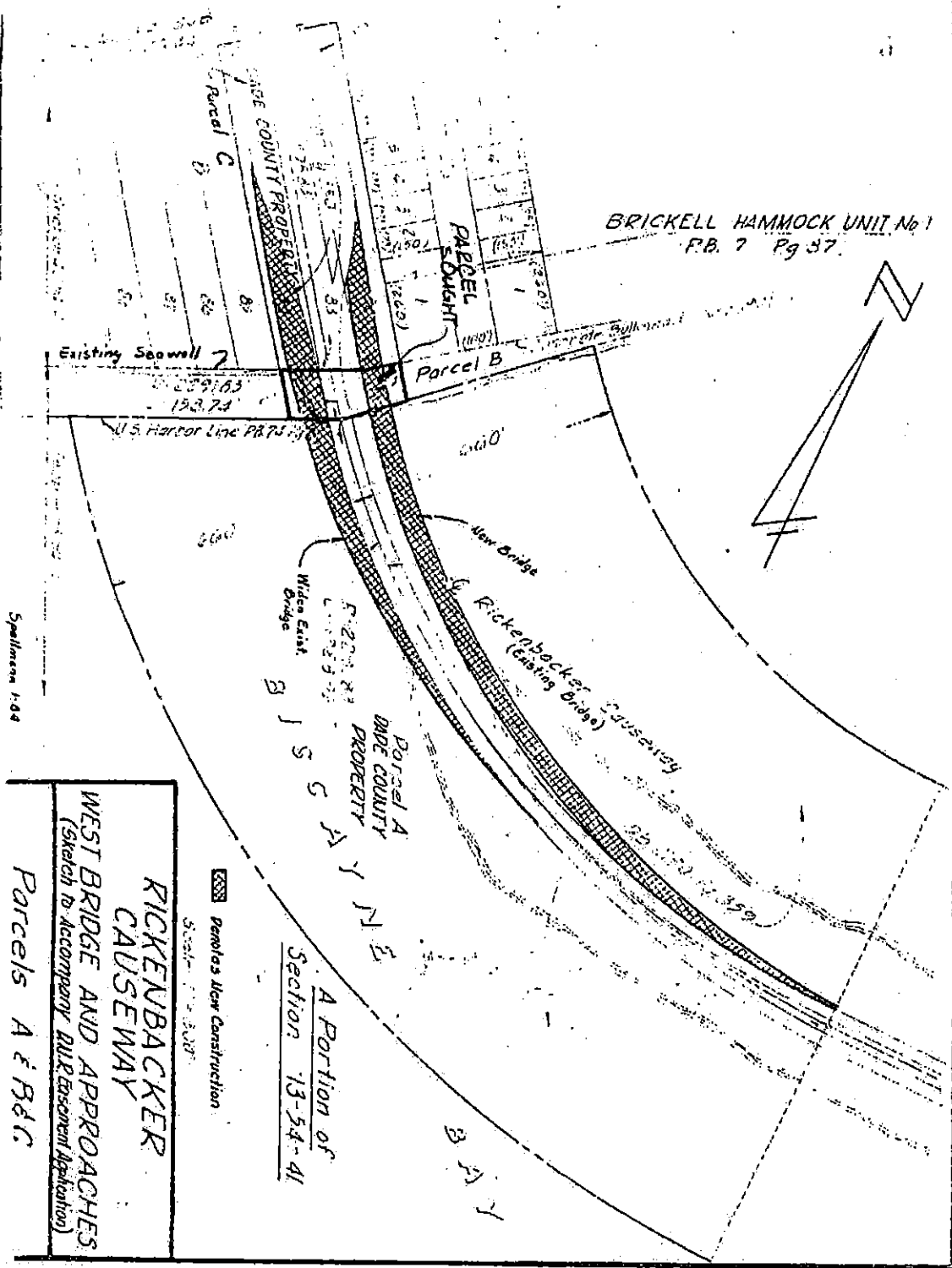


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY
TO BE CONVEYED TO DADE COUNTY

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Containing 0.77 \pm acres overall, of which 0.60 \pm acres is under fill or existing bridge structure and 0.17 \pm is submerged lands.

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Arturo Toirac
Registered Land Surveyor
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No. 3102



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EXHIBIT "B"

