OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(O)(1)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	July 1, 2014
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution ratifying the County Mayor's action executing acceptance of sovereignty submerged lands easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for a portion of the 60-inch subaqueous sewer force main constructed from Miami Beach to Fisher Island Resolution No. R-621-14

The accompanying resolution was prepared by Water & Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: July 1, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution ratifying the County Mayor's action executing acceptance of a Sovereignty Submerged Lands Easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to Miami-Dade County for the installation of a 60-inch sewer main from Miami Beach to Fisher Island

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the County Mayor's action executing acceptance of a Sovereignty Submerged Lands Easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to Miami-Dade County to install a 60-inch sewer main from Miami Beach to Fisher Island.

Scope

The Miami-Dade Water and Sewer Department (WASD) project is located in Commission District 5, Bruno A. Barreiro. The impact is county-wide as the 60-inch sewer force main installed is of county-wide significance.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as there is no charge from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Sovereignty Submerged Lands Easement.

Track Record/Monitor

WASD's Assistant Director of Legislative and Municipal Affairs, Zaba S. Castro, Esq., will oversee the recording of this easement in the public records of Miami-Dade County.

Background

There is an ongoing time sensitive project to dredge the Port of Miami in order to accommodate the passage of larger vessels originating from the Panama Canal to the Port of Miami. This dredging project entails deepening and widening the Government Cut Channel from Miami Beach to Fisher Island. The dredging project is scheduled to be completed in August 2015. Prior to the dredging project taking place, WASD installed a 60-inch sewer force main along the same route of the dredging project, from Miami Beach to Fisher Island in the Government Cut Channel. The installation of the 60-inch sewer force main served to replace an aging and corroded pre-stressed concrete cylinder 54-inch sewer force main that was at high risk for failure. The sewer force main replacement project was completed by WASD on September 30, 2013, and the way has been paved for the dredging project to be completed timely.

The Sovereignty Submerged Lands Easement before the Board for ratification is for a portion of the 60-inch sewer main force main that was installed by WASD in Government Cut. The total length of the sewer main between Miami Beach to Fisher Island is approximately 1,700 feet in length. Existing easements on Fisher Island and easements from Miami Beach property owners as well as submerged land easements owned by the State of Florida are being acquired for

1,230 feet of the 1,700 feet in length to perform the necessary installation work of the 60-inch sewer force main. The remaining balance of 470 feet in length and 40 feet in width of submerged easement is for that portion of submerged land where the 60-inch subaqueous sewer force main was installed between Miami Beach and Fisher Island that belongs to the State of Florida. That submerged portion of land easement requires a permit from the Florida Department of Environmental Protection which contains a condition that Miami-Dade County obtain a *Sovereignty Submerged Lands Easement* from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

WASD received the *Sovereignty Submerged Lands Easement* (as attached) on March 18, 2014. The Florida Department of Environmental Protection requested that the *Sovereignty Submerged Lands Easement* be executed and returned to them within thirty (30) days; it carries a term of fifty (50) years and was signed by the County and returned to Florida Department of Environmental Protection on April 16, 2014.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 1, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(O)(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**

_____ **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(O)(1)
7-1-14

RESOLUTION NO. R-621-14

RESOLUTION RATIFYING THE COUNTY MAYOR'S ACTION EXECUTING ACCEPTANCE OF SOVEREIGNTY SUBMERGED LANDS EASEMENT FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR A PORTION OF THE 60-INCH SUBAQUEOUS SEWER FORCE MAIN CONSTRUCTED FROM MIAMI BEACH TO FISHER ISLAND

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 this Board ratifies the action of the County Mayor's execution of the sovereignty submerged lands easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, a copy of which is attached hereto and made a part hereof, for a portion of the 60-inch subaqueous sewer main constructed from Miami Beach to Fisher Island. The Board also (1) directs the County Mayor or County Mayor's designee to provide a recorded copy of the sovereignty submerged lands easement to the Clerk of the Board within thirty days of execution and final acceptance and (2) directs the Clerk of the Board to attach and permanently store a recorded copy of the sovereignty submerged lands easement together with this authorizing resolution.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**aye**		
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**absent**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

This Instrument Prepared By:
Tiana D. Brown
Recurring Revenue Section
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

NO. 41665
BOT FILE NO. 130237756
PA NO. 13-0298780-005

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 sovereignty submerged land in Section 10, Township 54 South, Range 42 East, in Biscayne Bay, Miami-Dade County, as is more particularly described and shown on Attachment A, dated September 5, 2013.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from November 25, 2013, 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 a subaqueous sewer force main pipeline and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 13-0298780-003, dated June 27, 2011, and Permit Modification No. 13-0298780-005, dated May 17, 2012, incorporated herein and made a part of this easement by reference. All 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.

[45]

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Miami-Dade County, Florida
Attention: Mr. John Renfrow
3071 SW 38th Street
Miami, Florida 33146

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. 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.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. 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.

14. AMENDMENT/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.

15. 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.

16. 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 from 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.

17. 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

Print/Type Name of Witness

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

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:

DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Original Signature

Gladys Fernandez
Typed/Printed Name of Witness

Original Signature

Lucinda PAXTON
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Miami-Dade

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

BY:
Original Signature of Executing Authority

Alina T. Hudak
Typed/Printed Name of Executing Authority

Deputy Mayor
Title of Executing Authority

"GRANTEE"

The foregoing instrument was acknowledged before me this 15 day of April, 2014, by Alina T. Hudak as Deputy Mayor, for and on behalf of Board of County Commissioners of Miami-Dade County, Florida. He is personally known to me or who has produced N/A, as identification.

My Commission Expires:

8-26-17

Commission/Serial No.

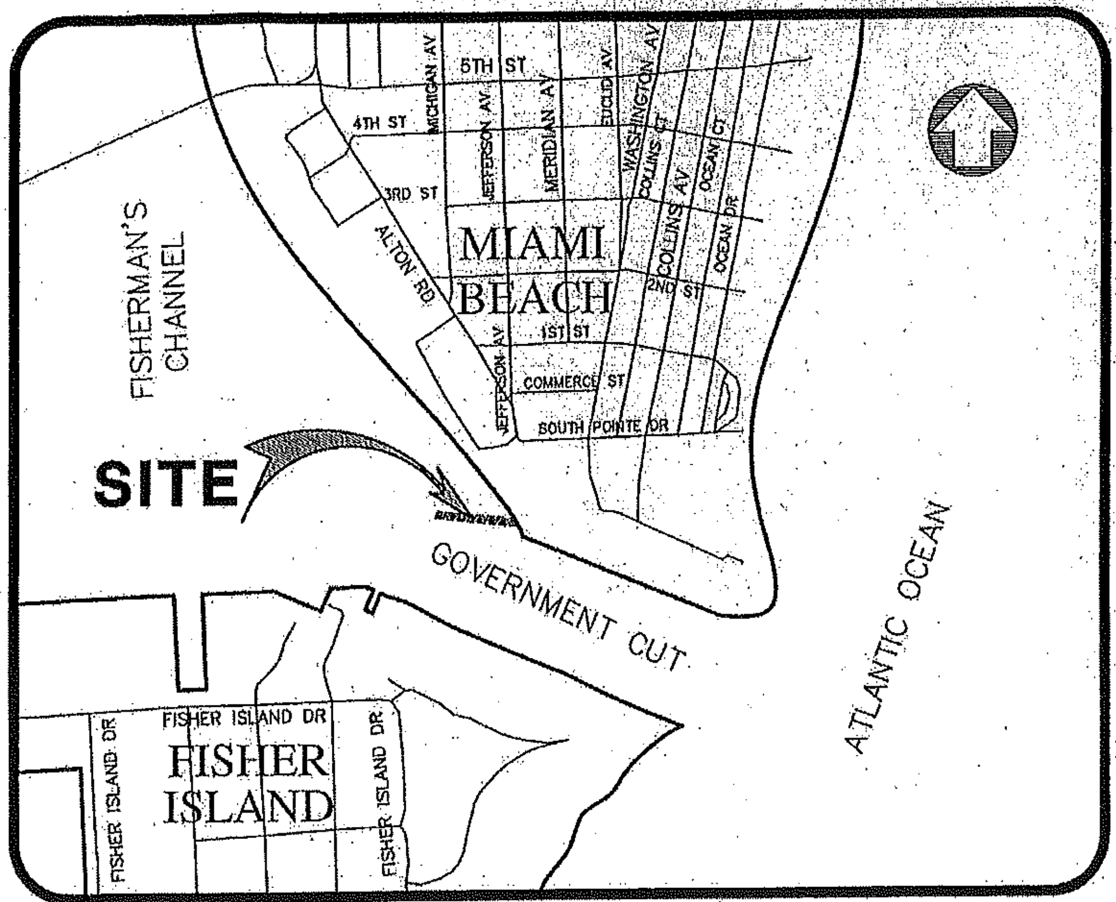
Notary Public, State of

Printed, Typed or Stamped Name

Lucinda Paxton
COMMISSION # FF021270
EXPIRES: AUG. 26, 2017
WWW.AARONNOTARY.com

Approved as to form
and legal sufficiency

Assistant County Attorney



VICINITY MAP

NOT TO SCALE

A PORTION OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 54 SOUTH, RANGE 42 EAST MIAMI-DADE COUNTY, FLORIDA

RECEIVED
SEP 18 2013
FL DEP
WEST PALM BEACH

SURVEYOR'S NOTES:

1- *This "SKETCH & LEGAL DESCRIPTION" to create a permanent subsurface easement is based on recorded documents.*
2- *This Certification is only for the lands as described, It is not as certification of Title, Zoning, Easement, or Freedom of Encumbrances, ABSTRACT NOT REVIEWED.*
3- *There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.*
4- *Ownership subject to OPINION OF TITLE.*
5- *Unless otherwise noted, this Firm did not attempt to locate Footings and/or Foundations (Underground)*
6- *This "SKETCH & LEGAL DESCRIPTION" has been prepared for the exclusive use of the entities named hereon.*
7- *Precision of Closure 1:10,000 Urban Class Survey.*
8- *The Bearings and Distances stated herein are based on the Mercator Grid System of the Florida East Coast Zone, as adjusted in North American Datum 83/90.*

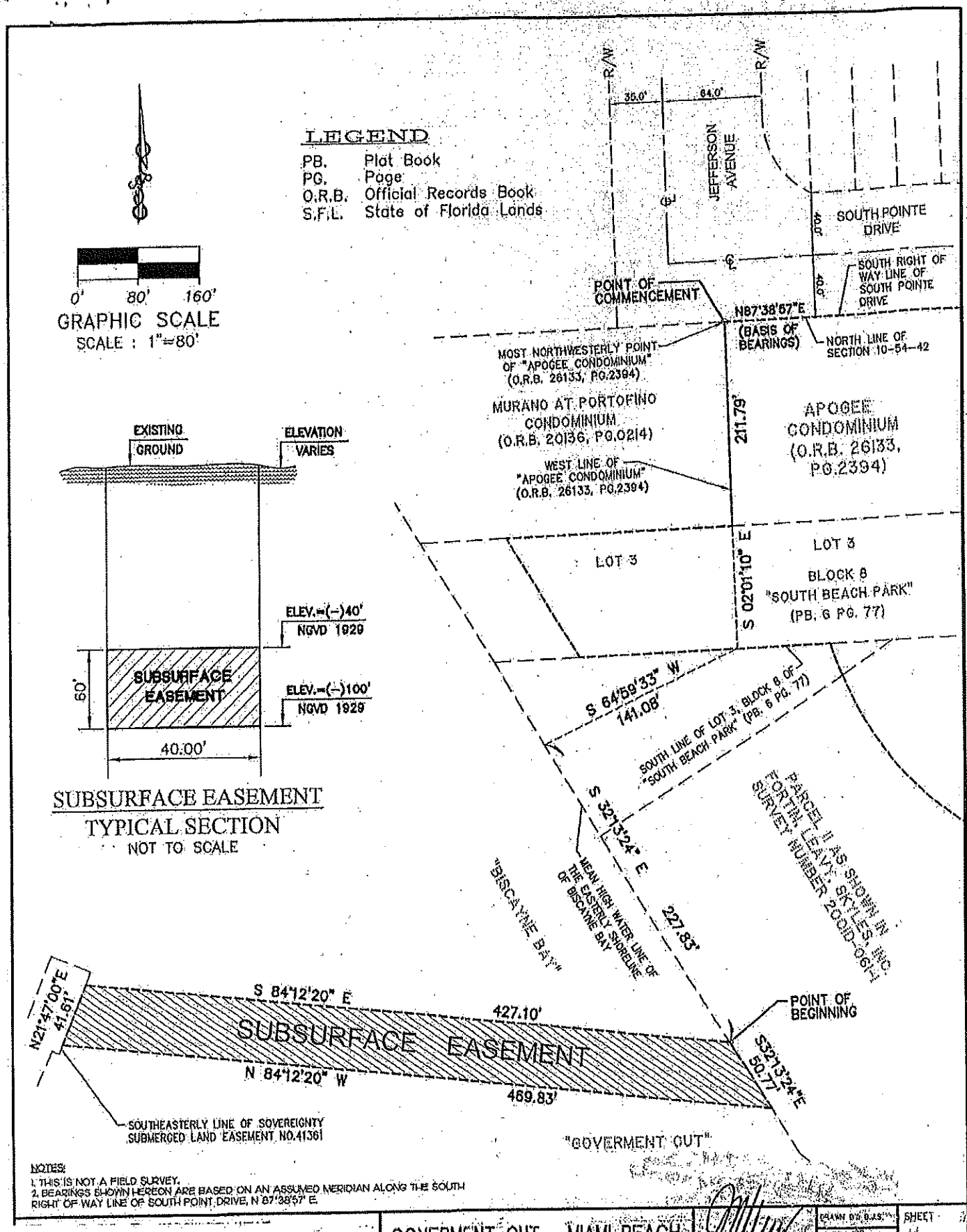
NOTES:
1. THIS IS NOT A FIELD SURVEY.

OVERMENT CUT - MIAMI BEACH
0' MDWASD EASEMENT
VICINITY MAP

SEAL 9/5/13
JORGE R. AYUIO, PE, PSM 4398

DRAWN BY: S.J.S.	SHEET	
CHECKED BY: J.R.A.	1	
DATE: 04/17/2012		
SCALE: AS SHOWN		
JOB No.: 10116.00	OF 3 SHEETS	

Attachment A
Page 6 of 8 Pages
Easement No. 41665



NOTES:
1. THIS IS NOT A FIELD SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN ALONG THE SOUTH RIGHT OF WAY LINE OF SOUTH POINT DRIVE, N 87°38'57" E.

) 265-5033
EB # 5098
LB # 5098
DIATES.COM

GOVERMENT CUT - MIAMI BEACH
40' MDWASD EASEMENT
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SEAL

JORGE R. ARANA, P.E. FSWF 4956

DRAWN BY: B.A.S.	SHEET 2
CHECKED BY: J.R.A.	
DATE: 04/17/2012	
SCALE: AS SHOWN	
JOB NO.: 10116.00	OF 3 SHEETS

Attachment A
Page 7 of 8 Pages
Easement No. 41665

LEGAL DESCRIPTION :

A Subsurface Sewer Main easement to construct, repair, maintain and operate water main facilities together with all uses appurtenant thereto, beneath that portion of the lands within the Government Cut in Section 10, Township 54 South, Range 42 East of the Public Records of Miami-Dade County, Florida, said easement lying below elevation (-)40.00 feet NGVD 1929 and 60 feet in depth, being horizontally described as follows:

COMMENCE at the Most Northwesterly Point of "APOGEE CONDOMINIUM" (O.R.B. 26133, PG. 2394), Miami-Dade County, Florida, said point also being on the South Right-of-Way Line of South Pointe Drive; thence run along the West Line of said "APOGEE CONDOMINIUM", South 02°01'10" East for a distance of 211.79 feet to a point on the South Line of Lot 3, Block 8 of "SOUTH BEACH PARK" according to the Plat thereof, as Recorded in Plat Book 6 at Page 77 of the Public Records of Miami-Dade County, Florida; thence run South 64°59'33" West for a distance of 141.08 feet to a point on the extension of the Southwesterly Line of Parcel II as shown in Fortin, Leavy, Skyles, Inc. survey number 2001D-061-1, that is also the Mean High Water Line of the Easterly Shoreline of Biscayne Bay; thence run along said Mean High Water Line South 32°13'24" East for a distance of 227.83 feet to the POINT OF BEGINNING of a 40 feet wide M-DWASD Subsurface Easement; thence continue along said Mean High Water Line South 32°13'24" East for a distance of 50.77 feet to a point; thence run North 84°12'20" West for a distance of 469.83 feet to a point on the Southeasterly Line of Sovereignty Submerged Land Easement No.41361; thence run along said Submerged Land Easement North 21°47'00" East for a distance of 41.61 feet to a point; thence run South 84°12'20" East for a distance of 427.10 feet to the POINT OF BEGINNING of said 40 feet wide M-DWASD Subsurface Easement, containing an area of 17,939 square feet or 0.41 acres, more or less.

Attachment A
Page 8 of 8 Pages
Easement No. 41665

NOTES:
1. THIS IS NOT A FIELD SURVEY.

Aviño & ASSOCIATES
ENGINEERS • PLANNERS • SURVEYORS
8350 SW 57TH AVENUE
SUITE 207
WEST MIAMI, FLORIDA 33144
TEL: (305) 265-5030 - FAX: (305) 265-5033
CERTIFICATE OF AUTHORIZATION EB # 5098
CERTIFICATE OF AUTHORIZATION LB # 5098
E-MAIL: JRAVINO@AVINOANDASSOCIATES.COM

GOVERMENT CUT - MIAMI BEACH
40' MDWASD EASEMENT
LEGAL DESCRIPTION

SEAL: 9/5/13
JORGE R. AVIÑO, PE, PSM# 4998

DRAWN BY: B.J.S.
CHECKED BY: J.R.A.
DATE: 04/17/2012
SCALE: AS SHOWN
JOB No.: 10116.00

SHEET 3 OF 3 SHEETS