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

MEMORANDUM

Agenda Item No. 8(O)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution ratifying the County Mayor action executing acceptance of Sovereignty Submerged Lands Easement at no cost to the County from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for a portion of the 30-inch subaqueous water main constructed in the vicinity of 79 Street, Miami, Florida, under Biscayne Bay, between North Bay Island and Pelican Harbor Park

Resolution No. R-1092-15

The accompanying resolution was prepared by the Water & Sewer Department and placed on the agenda at the request of Co-Prime Sponsors Commissioner Audrey M. Edmonson and Commissioner Sally A. Heyman.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Ratifying the County Mayor or County Mayor's Designee 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 30-inch Water Main Along NE 79 Street Causeway Between North Bay Island and Pelican Harbor Park

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the County Mayor or County Mayor's designee 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 replace a portion of a 30-inch water main along NE 79 Street between North Bay Island and Pelican Harbor Park.

Scope

The Miami-Dade Water and Sewer Department's (WASD) water main replacement project is located in Commission Districts 3 and 4, which are represented by Commissioner Audrey M. Edmonson and Commissioner Sally A. Heyman, respectively. However, the impact of this project is of countywide 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 State of Florida's Internal Improvement Trust Fund 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

WASD owns and operates an existing 30-inch water main in the vicinity of NE 79 Street Causeway which is the only pipeline that provides water service to the communities of Pelican Harbor Park and North Bay Village. A portion of the 30-inch water main that extends between Pelican Harbor Island and North Bay Island was identified as being at-risk of structural failure and requiring immediate replacement due to extensive corrosion resulting from age and direct exposure to the salt/saline environment. Consequently, in July 2015, WASD installed high density polyethylene pipe to replace the damaged segment of the 30-inch water main using an underground tunneling method known as horizontal directional drilling. The total length of the pipe installed was 1,100 linear feet, with approximately 600 linear feet installed in existing public

right-of-way and/or County-owned property, and approximately 500 linear feet of sub-aqueous installation in the submerged state-owned lands. The new 30-inch water main traverses 45 feet deep under Biscayne Bay and has a projected service life of 80 years.

The Sovereignty Submerged Lands Easement before the Board for ratification is for the portion of the 30-inch water main that was installed under Biscayne Bay. Prior to the installation, through an Environmental Resource Permit application submitted to the Florida Department of Environmental Protection in September 2014 and an Emergency Letter of Consent in October 2014, WASD requested a Sovereignty Submerged Lands Easement from the State with the following geometric features: 501.43 feet in length and 17.25 feet in width. The Sovereignty Submerged Lands Easement is at no cost to the County and it provides unimpeded access by WASD forces to operate and maintain the submerged 30-inch water main. In addition, it affords sufficient buffer to mitigate risks of encroachment or potential pipeline breech by future construction activities.

WASD received the Sovereignty Submerged Lands Easement (Attachment A) on June 22, 2015. The Florida Department of Environmental Protection requested that the Sovereignty Submerged Lands Easement be executed and returned within 30 days. It carries a term of 50 years and was signed by the County and returned to the Florida Department of Environmental Protection on July 7, 2015.

Attachment

Jack Osterholt
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
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**

_____ **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(O)(1)
12-1-15

RESOLUTION NO. R-1092-15

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION EXECUTING ACCEPTANCE OF SOVEREIGNTY SUBMERGED LANDS EASEMENT AT NO COST TO THE COUNTY FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR A PORTION OF THE 30-INCH SUBAQUEOUS WATER MAIN CONSTRUCTED IN THE VICINITY OF 79 STREET, MIAMI, FLORIDA, UNDER BISCAYNE BAY, BETWEEN NORTH BAY ISLAND AND PELICAN HARBOR PARK

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 County Mayor or County Mayor's designee action executing acceptance of the sovereignty submerged lands easement at no cost to the County 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 30-inch subaqueous water main constructed in the vicinity of NE 79 Street, Miami, Florida, under Biscayne Bay, between North Bay Island and Pelican Harbor Park. The Board also (1) directs the County Mayor or the 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 **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **absent**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

This Instrument Prepared By:
Tiana D. Brown
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

EASEMENT NO. 41740
BOT FILE NO. 130238526
PA NO. 13-0329387-001

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 08,
> Township 53 South, Range 42 East, in Biscayne Bay,
> Miami-Dade County, as is more particularly described
> and shown on Attachment A, dated April 18, 2012.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from April 3, 2015, 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 water main and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection General Permit No. 41-0311417-003, dated March 9, 2015, 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.

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
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

Original Signature

(SEAL)

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:

6/15/15

DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No._____

WITNESSES:

Original Signature

Eduardo A. Vega
Typed/Printed Name of Witness

Original Signature

LILIANA M. RAINEY-LACAU
Typed/Printed Name of Witness

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

BY: for
Original Signature of Executing Authority

Carlos A. Gimenez
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"GRANTEE"

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 8 day of July, 20 15, by * Carlos A. Gimenez as 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 _____, as identification.

My Commission Expires: * Jack Osterholt

Notary Public, State of

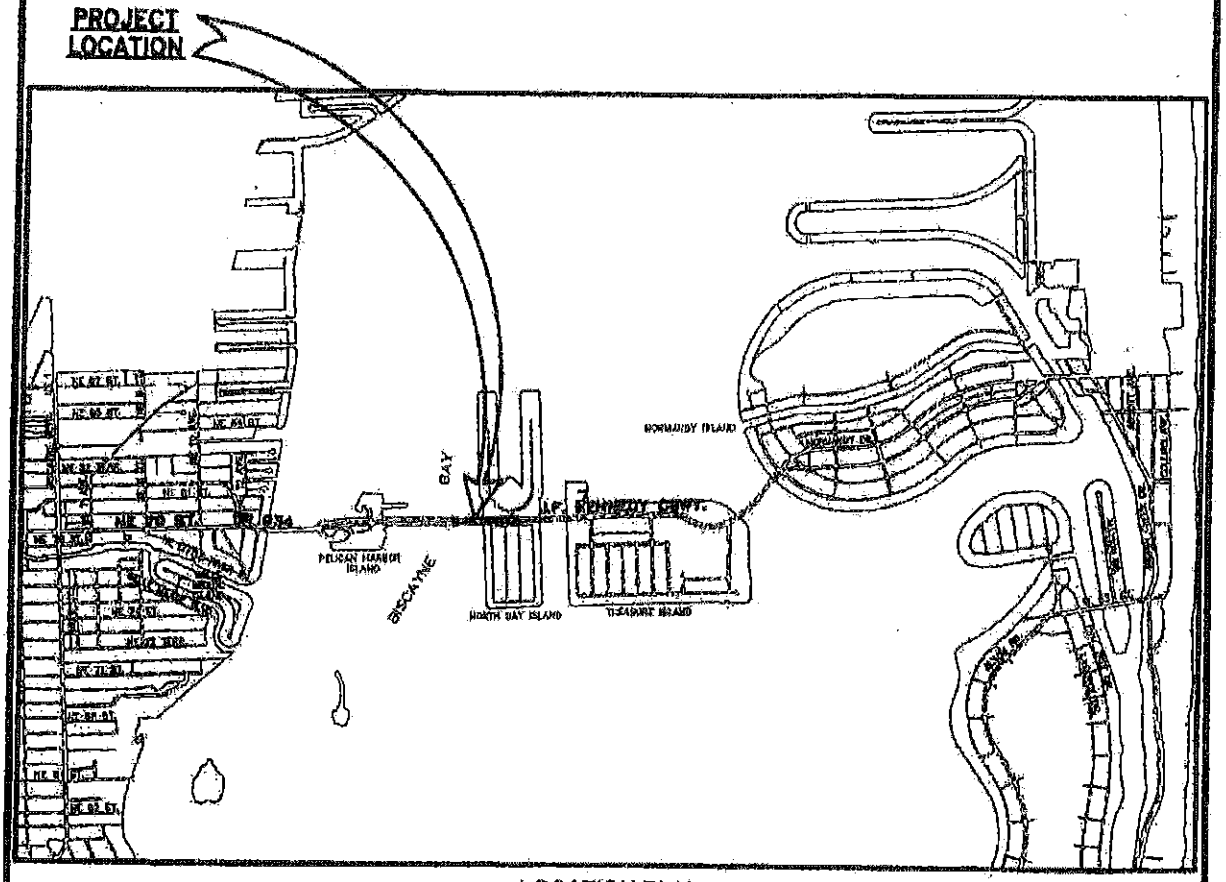
Commission/Serial No.

Printed, Typed or Stamped Name

INGRID BETHUNE
MY COMMISSION # FF 073177
EXPIRES: February 21, 2018
Bonded Thru Notary Public Underwriters

Approved as to form
and legal sufficiency
7/1/15
Assistant County Attorney

EXHIBIT 'A'
MIAMI-DADE COUNTY
SEC. 8-53-42



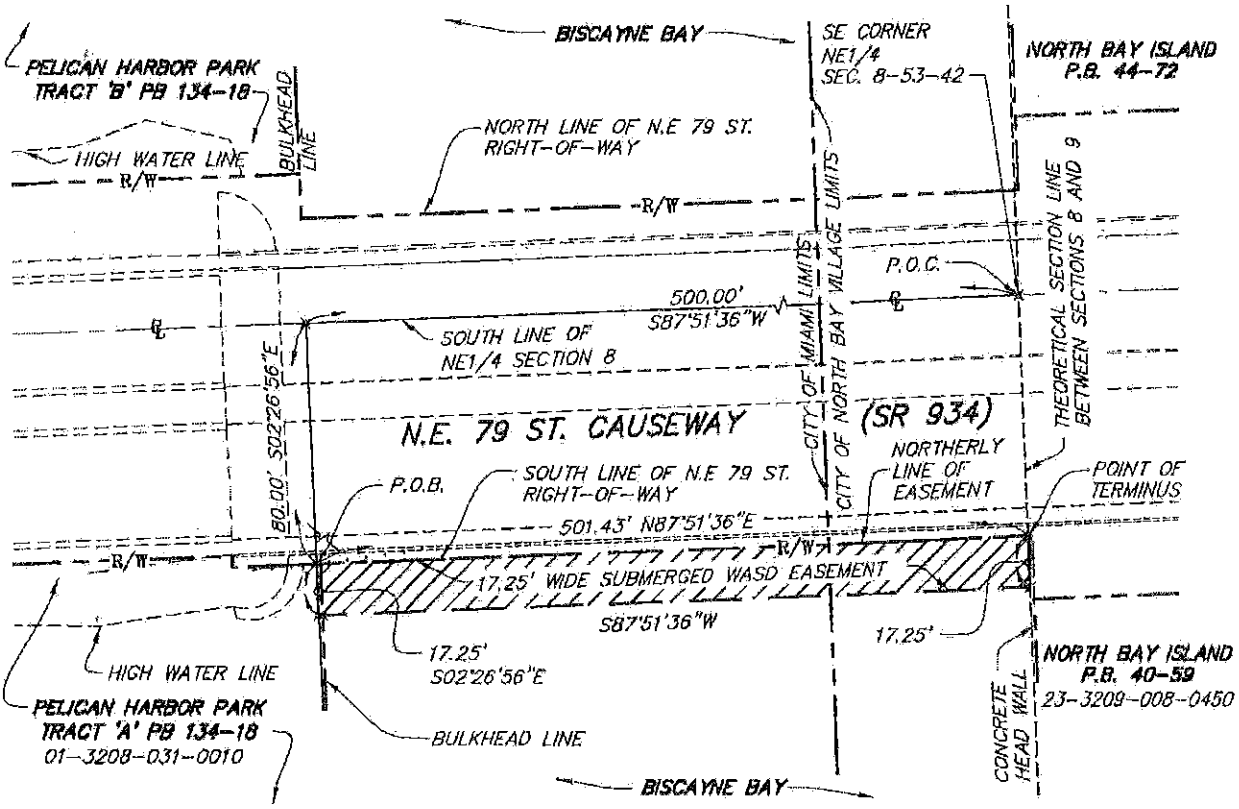
LOCATION PLAN

JUAN C. CORDERO, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6814
3575 S. Le Jeune Rd. Miami, FL
33146 WASD (786) 268-5326
Date: 02/22/2014
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY		
EASEMENT TO M-D.W.A.S.D. FOR 36" W.M. AT PELICAN HARBOR PARK MIAMI-DADE COUNTY, FLORIDA		
MIAMI-DADE WATER AND SEWER DEPARTMENT		
DATE: MARCH 26, 2012	SCALE: N.T.S.	
DRAWN BY: E.J.P.	S-162	P-1 OF 2

Attachment A
Page 6 of 7 Pages
Easement No. 41740

EXHIBIT 'A'
MIAMI-DADE COUNTY
SEC. 8-53-42



LEGEND

—℄—	CENTER LINE	— — —	EASEMENT LINE	P.O.C.	POINT OF COMMENCEMENT
—R/W—	RIGHT-OF-WAY	▨	EASEMENT AREA	P.O.B.	POINT OF BEGINNING

LEGAL DESCRIPTION:

A PORTION OF SUBMERGED LANDS LYING IN BISCAYNE BAY SOUTH1/2 OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST1/4 OF SAID SECTION 8; THENCE RUN, ALONG THE SOUTH LINE OF NE1/4 OF SAID SECTION 8, S87°51'36"W FOR 500 FEET; THENCE S02°26'56"E FOR 80 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF N.E. 79 STREET CAUSEWAY (S.R. 934), SAID POINT ALSO BEING THE POINT OF BEGINNING OF A STRIP OF LAND 17.25 FEET IN WIDTH, THE NORTHERLY LINE OF WHICH IS THE SOUTHERLY LINE OF THE N.E. 79 STREET CAUSEWAY (S.R. 934) RIGHT-OF-WAY OF THE DESCRIBED LINE; THENCE, RUN N87°51'36"E FOR 501.43 FEET ALONG THE SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF TERMINUS OF SAID SOUTH RIGHT-OF-WAY; SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF N.E 79 STREET AND THE THEORETICAL SECTION LINE BETWEEN SECTIONS 8 AND 9; THE SAID LINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS OF SAID SECTION.
CONTAINING 8649.67 SQ. FT., 0.199 ACRES MORE OR LESS.

JUAN C. CORDERO, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6814
3575 S. Le Jeune Rd. Miami, FL
33146 WASA (786) 268-5326
Date: 4-18-12

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER

THIS IS NOT A BOUNDARY SURVEY

EASEMENT FOR M-D.W.A.S.D. TO 36"W.M. FROM PELICAN HARBOR PARK TO NORTH BAY ISLAND MIAMI-DADE COUNTY, FLORIDA	
MIAMI-DADE WATER AND SEWER DEPARTMENT	
DATE: APRIL 17, 2012	SCALE: N.T.S.
DRAWN BY: E.J.P.	S-164