

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, IN THE FORM ATTACHED TO THIS RESOLUTION AS EXHIBIT A, THE SOVEREIGNTY SUBMERGED LANDS EASEMENT (EASEMENT NO. 43019), BY AND BETWEEN THE CITY (GRANTEE) AND THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (GRANTOR), FOR A TERM OF FIFTY (50) YEARS, COMMENCING RETROACTIVELY ON JUNE 5, 2024, FOR USE OF AN EASEMENT AREA HAVING APPROXIMATELY 4,732.74 SQUARE FEET (EASEMENT AREA), LOCATED WITHIN A PORTION OF THE SUBMERGED LANDS OF INDIAN CREEK, UNDERNEATH 41ST STREET, FOR THE PURPOSE OF RELOCATING, AT THE REQUEST OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), THE CITY'S WATERMAIN FACILITIES FROM THE 41ST STREET BRIDGE TO THE EASEMENT AREA, AND THEREAFTER CONTINUING TO OPERATE AND MAINTAIN THE WATERMAIN FACILITIES WITHIN THE EASEMENT AREA.

WHEREAS, on December 13, 2023, the Mayor and City Commission approved a request to award a contract, pursuant to Invitation To Bid (ITB) 2024-048-JP For Water Main Aerial Crossing Along West 41st Street Bridge Between Pine Tree Drive and Indian Creed Drive Replacement; and

WHEREAS, the scope of work for this project was outlined in the City's Water System Master Plan (Master Plan) dated October 2019, project W-39; and

WHEREAS, the work included the complete replacement of the then existing 16-inch cast-iron aerial water main crossing that was attached to the 41st Street Bridge between Indian Creek and Collins Avenue; and

WHEREAS, the then existing water main was approximately seventy (70) years old and was prioritized in the Master Plan due to the high probability and consequence of failure; and

WHEREAS, in addition, the hydraulic modeling performed by the City determined that upsizing the system to a 20-inch diameter ductile iron pipe, would provide the required flow capacity to support the anticipated growth and increasing demands along Collins Avenue in the mid-beach area; and

WHEREAS, the water main was replaced and moved to the 41st Street Bridge, with a route that had approximately 1,280 linear feet (LF) in length, with 920 LF HDPE DR 11 Pipe (20-inch), 300 LF Ductile Iron Pipe (20-inch), and 60 LF Ductile Iron Pipe (16-inch); and

WHEREAS, the Florida Department of Transportation (FDOT) thereafter planned a complete bridge rehabilitation project, requiring the complete removal and relocation of the existing overhead water main; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has determined that the replacement qualifies for and requires a public Sovereignty Submerged Lands Easement ("Easement") in order to move the existing water main to an Easement Area located within a portion of the submerged lands of Indian Creek, underneath 41st Street, lying in the Southwest ¼ of Section 23, Township 53 South, Range 42 East, in Indian Creek, Miami-Dade County, Florida, as more particularly described in the Easement (Easement No. 43019), a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, the Easement describes an Easement Area having approximately 4,733 square feet and use of the Easement Area for a term of 50 years, commencing retroactively from June 5, 2024; and

WHEREAS, the City has reviewed all documents provided and has determined that the City's property interests are not adversely affected, and that the Easement would serve an important public purpose.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute, in the form attached to this Resolution as Exhibit A, the Sovereignty Submerged Lands Easement (Easement No. 43019), by and between the City (Grantee) and the Board of Trustees of The Internal Improvement Trust Fund of the State of Florida (Grantor), for a term of fifty (50) years, commencing retroactively on June 5, 2024, for use of an easement area having approximately 4,732.74 square feet (Easement Area), located within a portion of the submerged lands of Indian Creek, underneath 41st Street, for the purpose of relocating, at the request of the Florida Department of Transportation (FDOT), the City's watermain facilities from the 41st Street bridge to the easement area, and thereafter continuing to operate and maintain the watermain facilities within the easement area.

PASSED and ADOPTED THIS ___ day of _____ 2022.

ATTEST:

Steven Meiner, Mayor

Rafael E. Granado, City Clerk

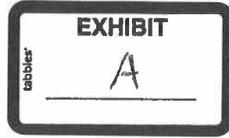
APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

 4/10/2025

Date



This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 49615
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. 43019
BOT FILE NO. 130367146
PA NO. 13-0437752-002-EI

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 City of Miami Beach, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 23, Township 53 South, Range 42 East, in Indian Creek, Miami-Dade County, Florida, containing 4.733 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 1, 2024.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from June 5, 2024, 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 the operation and maintenance of a subaqueous water main and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit No. 13-0437752-002-EI, dated May 10, 2024, 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/GUARANTEED 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.

[45]

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. LIABILITY/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 the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Miami Beach, Florida
Public Works Department
1700 Convention Drive
Miami Beach, Florida 33139

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 paragraph 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(65), 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.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

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

(SEAL)

BY: _____

Brad Richardson, 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

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____
20____, by Brad Richardson, 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. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Stutevant 11/23/2024
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Miami Beach, Florida _____ (SEAL)

Signature: _____

BY: _____

Printed Name: _____

Original Signature of Executing Authority

Address: _____

Steve Meiner
Typed/Printed Name of Executing Authority

Signature: _____

Mayor
Title of Executing Authority

Printed Name: _____

Address: _____

“GRANTEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this day of _____, 20____, by Steve Meiner as Mayor, for and on behalf of City of Miami Beach, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of

Commission/Serial No.

Printed, Typed or Stamped Name

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
 MIAMI-DADE COUNTY
 SECTION 23- TOWNSHIP 53S- RANGE 42E
 EXHIBIT "A"

SURVEYOR'S NOTES:

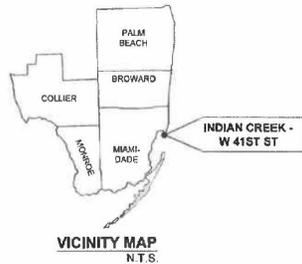
1. THIS LEGAL DESCRIPTION IS NOT BASED ON A BOUNDARY SURVEY.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. SHOWN COORDINATES ARE REFERRED TO NAD 83-1990/ 2111 REVISION.
4. COMPLETION DATE: 09.13.2023

LEGEND:

1. MDCPR DENOTES MIAMI DADE COUNTY PUBLIC RECORDS
2. POB DENOTES POINT OF BEGINNING
3. POC DENOTES POINT OF COMMENCEMENT
4. POT DENOTES POINT OF TERMINATION
5. ORB. DENOTES OFFICIAL RECORD BOOK
6. PB DENOTES PLAT BOOK
7. PG DENOTES PAGE
8. RGE DENOTES RANGE
9. SEC DENOTES SECTION
10. TWN DENOTES TOWNSHIP
11. A.K.A ALSO KNOWN AS

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THE LEGAL DESCRIPTION AND SKETCH OF THE PORTION OF LAND DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE LEGAL DESCRIPTION AND SKETCH MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472 FLORIDA STATUTES. AND, THAT THE SKETCH HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON. THIS SKETCH DOES NOT REPRESENT A LAND BOUNDARY SURVEY.



**Fernando
Fernandez**

Digitally signed by
Fernando Fernandez
Date: 2024.02.01
11:07:14 -05'00'

FERNANDO FERNANDEZ
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE LS 6765, FLORIDA

PAGE 1 OF 2

PREMIERE DESIGN SOLUTIONS INC.
11606 PROMENADE CITY HALL
SUITE 200, MIRAMAR, FL 33025
954.237.7850
PDS@PDS-ENG.COM
LB 8017



PROJECT No:
22210012

DRAWN DATE:
09.13.2023

CHECKED: FF

EASEMENT FOR 20in WM ALONG W 41 ST

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)

LEGAL DESCRIPTION AND SKETCH
 MIAMI-DADE COUNTY
 SECTION 23- TOWNSHIP 53S- RANGE 42E

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF THE SOVEREIGN SUBMERGED LANDS OF MIAMI BEACH, AS SHOWN ON THE FOLLOWING PLATS AND OFFICIAL RECORDS: THE RIGHT OF WAY MAP SECTION 87016 OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDS AND FLAMINGO TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 10, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 23 TOWNSHIP 53 SOUTH RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 29 BLOCK 3 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10 PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, STATE OF FLORIDA; THENCE N84°51'01"W ALONG THE NORTHERLY LINE OF SAID LOT 29 BLOCK 3 AS A BASIS OF BEARINGS FOR A DISTANCE OF 17.49 FEET; THENCE N15°14'44"E FOR A DISTANCE OF 30.47' FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N15°14'44"E FOR A DISTANCE OF 15.00 FEET; THENCE S76°22'32"E FOR A DISTANCE OF 315.22 FEET; THENCE S11°58'32"W FOR A DISTANCE OF 15.00 FEET; THENCE N76°22'32"W FOR A DISTANCE OF 316.07 FEET TO THE POINT OF BEGINNING.

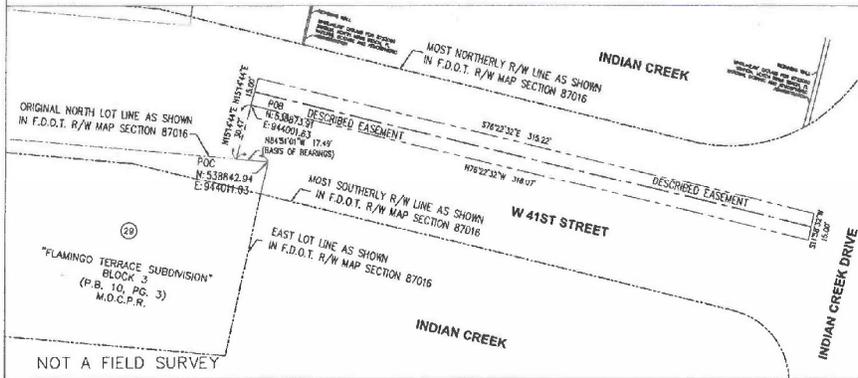
SAID LANDS LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA
 CONTAINING 4732.74 SQUARE FEET MORE OR LESS.

SKETCH

DATE REVIEWED
 5/26/24 Date 2/2/24



SCALE 1:60



PAGE 2 OF 2

PREMIERE DESIGN SOLUTIONS INC.
 11606 PROMENADE CITY HALL
 SUITE 200, MIRAMAR, FL 33025
 954.237.7850
 PDS@PDS-ENG.COM
 LB 8017



PROJECT No:
 22210012

DRAWN DATE:
 09.13.2023

CHECKED: FF

EASEMENT FOR 20in WM ALONG W 41 ST

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)