

RESOLUTION NO. 2025-3415

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A TEMPORARY WORK EASEMENT AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA INLAND NAVIGATION DISTRICT REGARDING THE CONSTRUCTION OF THE INTRACOASTAL WATERWAY PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Inland Navigation District ("District") is a Special Taxing District of the State of Florida; and

WHEREAS, the District will be engaging in the construction of the Intracoastal Waterway Project ("Project"); and

WHEREAS, the Town of Surfside ("Town") owns certain land described in "Exhibit A" attached hereto; and

WHEREAS, completion of the Project necessitates access to certain land owned by the Town as described in Exhibit "A"; and

WHEREAS, the District seeks a Temporary Work Easement ("Easement") in substantially the form attached hereto as Exhibit "B", not to exceed twenty-four (24) months, to allow it to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project; and

WHEREAS, the Town Commission finds that this Easement is in the best interest and welfare of the Town and its residents..

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval and Authorization. The Town Commission hereby approves the Easement, in substantially the form attached hereto as Exhibit "A." The Town Manager is hereby authorized to execute the Easement in substantially the form attached hereto as Exhibit "A."

Section 3. Implementation. The Town Manager and/or designee are hereby authorized to take any and all action necessary to implement the purposes of this Resolution and the Easement.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on this 8th day of July, 2025.

Motion By: Commissioner Vildostegui

Second By: Commissioner Coto

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Absent</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>

Attest:



Sandra N. McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency.



Thais Hernandez, Town Attorney





Charles W. Burkett, Mayor

Prepared by:
Peter L. Breton, Esq.
The Law Office of Peter L. Breton, PLLC
2427 Ashbury Circle
Cape Coral, FL 33991

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is granted this ____ day of _____, 2025 by **TOWN OF SURFSIDE, FLORIDA**, a municipal corporation of the State of Florida, whose mailing address is 9293 Harding Avenue, Surfside, FL 33154 ("Grantor"), to **FLORIDA INLAND NAVIGATION DISTRICT**, a Special Taxing District of the State of Florida, whose mailing address is 1314 Marcinski Road, Jupiter, Florida, 33477-9498 ("District" or "Grantee").

WITNESSETH:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto District, its successors and assigns a non-exclusive easement (the "Easement") in, on, over and across the land described in Exhibit "A" attached hereto and made a part hereof (the "Easement Premises"), for use as:

TEMPORARY WORK AREA EASEMENT (Access Area)

A temporary easement and right-of-way in, on, over and across the land described in **Exhibit "A"** (96th Street ROW), for a period not to exceed 24 months, beginning with the date possession of the land is granted to the Florida Inland Navigation District, for use by the Grantee and/or the United States, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Intracoastal Waterway Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may

be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. District shall cause all work in the Easement Premises to be in compliance with the permit for such work issued by the Florida Department of Environmental Protection ("FDEP") for such work. District shall obtain from any necessary governmental entities any permits for the project that might be required prior to commencement of the project. Project shall be performed at District's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits, and applicable statutes, rules, regulations, codes and ordinances.

2. District shall provide a thirty (30) day written notice of the date of commencement of any project (the "Commencement Date") to the Grantor.

3. District further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its equipment located within the Easement Premises at all times during the term hereof. District shall require its contractors or subcontractors (collectively referred to hereinafter as "Contractor") to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. If any action of District's employees or agents in the exercise of this Easement results in damage to the premises, District will, in its sole discretion, either repair such damage or make appropriate settlement with Grantor. In no event shall such restoration exceed the fair market value of the fee title to the real property at the time immediately preceding the restoration. The provisions of this paragraph are without prejudice to any rights Grantor or any other party may have to make a claim under applicable state or federal laws for any damages other than those provided for herein.

4. District shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless Grantor against any actions, claims, or damages arising out of District's negligence in connection with this Easement. The foregoing indemnification shall not be construed to constitute agreement by District to indemnify Grantor for Grantor's negligent, willful or intentional acts or omissions.

5. Neither Grantor's nor District's interest in the Easement Premises shall be subject to liens arising from District's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. District shall promptly cause any lien imposed against the Easement Premises to be discharged and Chapter 713 of the Florida Statutes.

6. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Miami-Dade County, Florida. This Easement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

7. This Easement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

8. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

9. District's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. District shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon Grantor's use and enjoyment of the Easement Premises and Grantor's adjoining property.

10. This Easement may not be assigned by District. Notwithstanding the foregoing, District may assign its rights under this Easement to another party on a permanent, temporary or periodic basis, provided that the District shall remain liable for all obligations under this Easement.

11. The grant of Easement contained herein is for the use and benefit of District and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

12. It is understood and agreed by the parties hereto that all such work shall be conducted in a workmanlike manner in compliance with all applicable permits. During sea turtle nesting season, District shall properly monitor the habitats of sea turtles and any other imperiled

species in the manner prescribed by FDEP, the Florida Fish and Wildlife Conservation Commission and United States Fish and Wildlife Service according to all required permit conditions.

13. Upon conclusion of any project work, all pipes and equipment shall be completely removed from the Easement Premises, and the District shall restore the Easement Premises to the condition it was in at the time of commencement of the work, except for any additional sand. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The provisions of this paragraph are without prejudice to any rights Grantor or any other party may have to make a claim under applicable state or federal laws for any damages other than those provided for herein.

14. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

IN WITNESS WHEREOF, Town has caused this Easement to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed and delivered
in the presence of:

TOWN OF SURFSIDE, FLORIDA,
a Florida municipal corporation

Witness Signature

By: _____
Mark Blumstein, Town Manager

Print Witness Name

Witness Address

Witness Signature

Print Witness Name

Witness Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025 by _____, as _____ of Palm Beach County, FL, a political subdivision of the State of Florida, on behalf of the company, who is ____ personally known to me or ____ who has produced _____, as identification.

My Commission Expires: _____

NOTARY PUBLIC

AFFIX NOTARY SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Thais Hernandez
Town Attorney

EXHIBIT "A"
ACCESS EASEMENT PREMISES

TEMPORARY WORK AREA EASEMENT

SKETCH & DESCRIPTION

SHEET 1 OF 2 SHEETS (NOT FULL AND COMPLETE WITHOUT ALL SHEETS)

LEGAL DESCRIPTION:

BEING AN EASEMENT LYING WITHIN SECTION 35, TOWNSHIP 52 SOUTH, RANGE 42 EAST, OF MIAMI-DADE COUNTY, FLORIDA; THE LIMITS OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

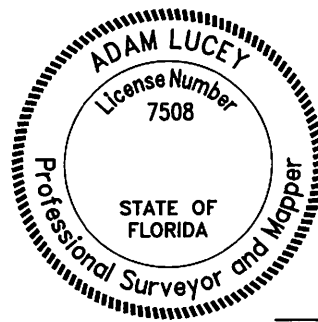
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35, THENCE NORTH 85°30'17" EAST ALONG THE NORTH LINE OF SECTION 35, THE SAME BEING THE CENTERLINE OF 96TH STREET, A 50-FOOT RIGHT-OF-WAY, AS DESCRIBED IN PLAT BOOK 44, PAGE 27 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, A DISTANCE OF 2393.70 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 85°30'17" EAST, ALONG SAID CENTERLINE OF THE RIGHT-OF-WAY LINE OF 96TH STREET, A DISTANCE OF 130.00 FEET TO THE EROSION CONTROL LINE OF THE TOWN OF SURFSIDE, AS DESCRIBED IN PLAT BOOK 105, PAGE 62 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND THE NORTHERLY TERMINUS THEREOF; THENCE SOUTH 07°00'21" EAST, ALONG SAID EROSION CONTROL LINE, A DISTANCE OF 25.02 FEET; THENCE SOUTH 85°30'17" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 96TH STREET, A DISTANCE OF 130.54 FEET; THENCE NORTH 05°45'53" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.07 ACRES (3,256 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY. THIS NOTE IS REQUIRED PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17-052 (6)(b).
2. THE UNDERSIGNED AND TAYLOR ENGINEERING, LLC., MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS. FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR OTHER EASEMENT RECORDS.
4. THE PURPOSE OF THIS LEGAL DESCRIPTION AND SKETCH IS TO PREPARE A TEMPORARY WORK AREA EASEMENT FOR AN ACCESS AREA.
5. NO MONUMENTATION WAS SET DURING THE PREPARATION OF THIS INSTRUMENT
6. NORTHING AND EASTING COORDINATES SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 1990 (NAD83/1990), AND ARE RELATIVE TO STATE PLANE COORDINATES; FLORIDA EAST ZONE (0901).
7. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF SECTION 35, TOWNSHIP 52 SOUTH, RANGE 42 EAST, WITH AN ASSUMED GRID BEARING OF NORTH 85°30'17" EAST. THE SOUTH LINE OF SECTION 26 ALSO BEING THE CENTERLINE OF 96TH STREET.
8. THIS "WORK PRODUCT" IS NOT VALID WITHOUT BEING IN "HARD COPY" FORM WITHOUT THE ORIGINAL SIGNATURE AND SEAL BY THE SURVEYOR OR AS PROVIDED IN F.A.C. 5J-17-062 FOR SIGNING AND SEALING ELECTRONICALLY.



THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED PURSUANT TO 5J-17.062, BY ADAM LUCEY, PSM, ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Date:
2025.05.20
15:35:55
-04'00'

ADAM LUCEY, PSM

DATE: 5/20/2025

PROFESSIONAL SURVEYOR & MAPPER FLORIDA LICENSE NO 7508
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER



TAYLOR ENGINEERING INC.

10199 SOUTHSIDE BLVD SUITE 310
JACKSONVILLE, FLORIDA 32256

REGISTRY # 4815 CERTIFICATE OF AUTHORIZATION NO. LB 8411

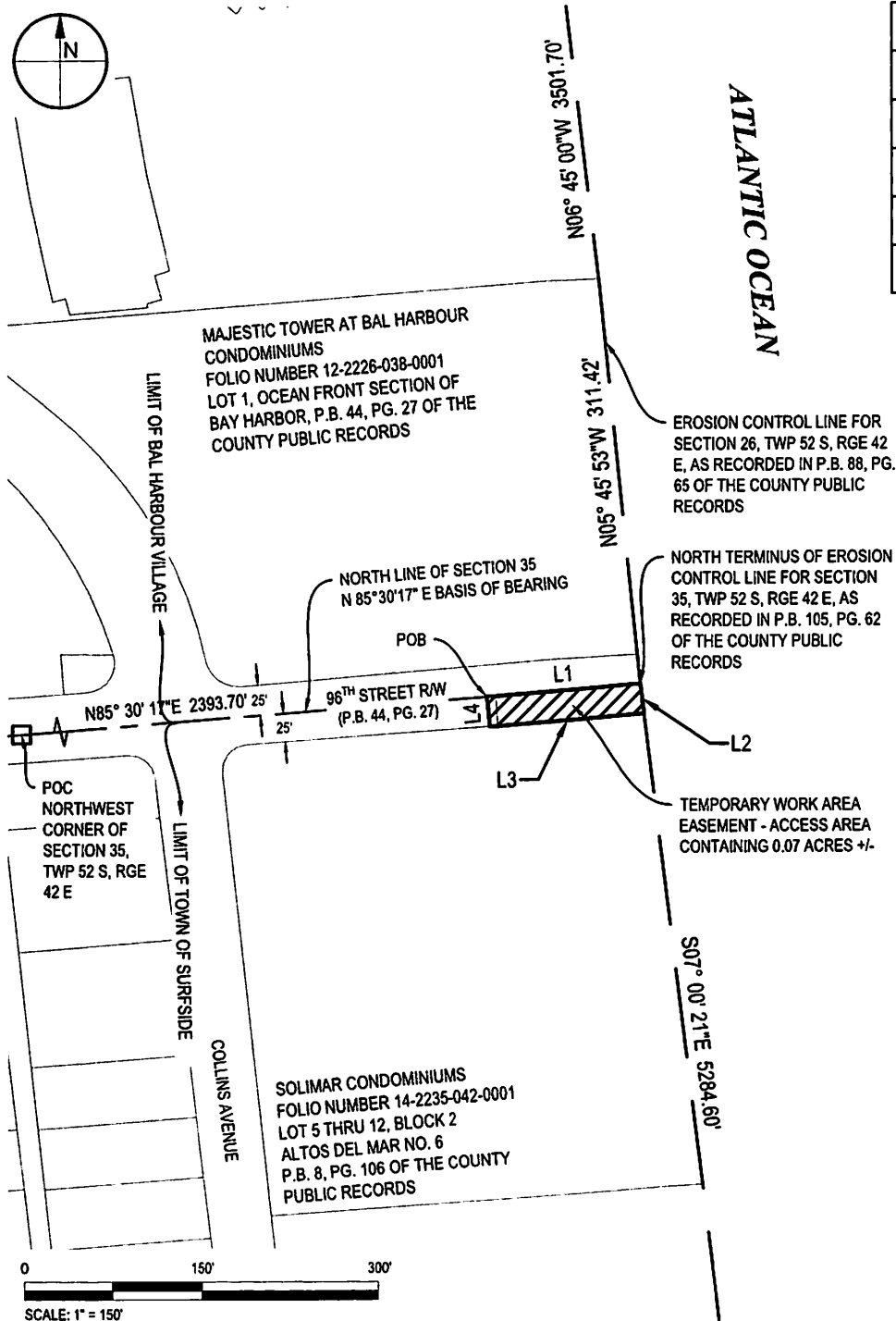
SKETCH & DESCRIPTION
TEMPORARY WORK AREA EASEMENT
ACCESS AREA
MIAMI-DADE COUNTY, FLORIDA

PROJECT	C2025-020
DRAWN BY	AL
SHEET	01 of 02
DATE	5/20/2025

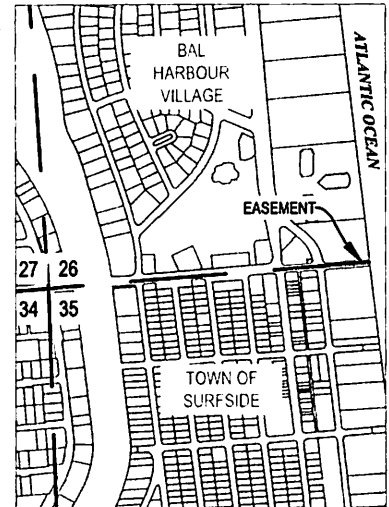
TEMPORARY WORK AREA EASEMENT

SKETCH & DESCRIPTION

SHEET 2 OF 2 SHEETS (NOT FULL AND COMPLETE WITHOUT ALL SHEETS)



LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	130.00'	N85° 30' 17"E
L2	25.02'	S07° 00' 21"E
L3	130.54'	S85° 30' 17"W
L4	25.00'	N05° 45' 53"W



LOCATION MAP (N.T.S.)

LEGEND:

- E: = EASTING COORDINATE
- N: = NORTHING COORDINATE
- PID = PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POT = POINT OF TERMINUS
- PCC = POINT OF COMPOUND CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- CCR = CERTIFIED CORNER RECORD
- (D) = DEED DIMENSION
- (C) = CALCULATED DIMENSION
- O.R.B. = OFFICIAL RECORD BOOK OF COUNTY
- PG. = PAGE
- BK. = BOOK
- P.B. = PLAT BOOK

NOTES:

- THIS IS NOT A SURVEY. THIS NOTE IS REQUIRED PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17-052 (6)(b)
- SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, AND SURVEYOR'S NOTES.



TAYLOR ENGINEERING INC.

10199 SOUTHSIDE BLVD SUITE 310
JACKSONVILLE, FLORIDA 32256

REGISTRY # 4815 CERTIFICATE OF AUTHORIZATION NO. LB 8411

SKETCH & DESCRIPTION
TEMPORARY WORK AREA EASEMENT
ACCESS AREA
MIAMI-DADE COUNTY, FLORIDA

PROJECT	C2025-020
DRAWN BY	AL
SHEET	02 of 02
DATE	5/20/2025