City of Bradenton, Florida

City Council Agenda Memorandum

Agenda Item:

Temporary construction easement agreement for FY2017 Wares Creek mini-maintenance dredge

Agenda Date:

February 8, 2017

Originated by:

Jim McLellan

Agenda Placement:

Consent Agenda

Explanation

The City is in the second year of mini-maintenance dredges within Wares Creek. For FY2017, the project area is south of 12th Avenue West where sediment has accumulated on the upstream side of the 12th Av. W. bridge. Pursuant to the interlocal agreement between the City and Manatee County, the City is obligated to maintain this area.

On the northeast corner of Wares Creek and 12th Av. W. and adjacent to the project area is a Manatee County owned parcel. Previously the County granted a temporary construction easement to the City in support of the 12th Av. W. bridge replacement completed in 2014. Use of this parcel for the FY2017 mini-maintenance dredge activities will include contractor staging, temporary storage of dredged material, and natural dewatering of the dredged material. City staff will remove the dewatered dredged material for either filling sand bags or landfill disposal, and return the parcel to pre-project condition. The temporary easement agreement has been reviewed by the City attorney and deemed acceptable. Upon the City signing the document, it will be presented to Manatee County Commission for their consideration. If approved, the County will sign and date the document, commencing the temporary easement's one-year duration.

Financial Impact

No financial impact for authorizing the Temporary Construction Easement Agreement.

Requested action to be taken by Council

Authorize the temporary construction easement agreement between the City and Manatee County and authorize the Mayor to sign all documents on behalf of the City.

Staff Recommendation

Recommend approval of the requested action.

Attachments

1. Temporary Construction Easement Agreement between the City of Bradenton and Manatee County with easement parcel sketch and description attached (4pp)

THIS INSTRUMENT PREPARED BY:
Larry Decker, Real Property Specialist
Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROPERTY ADDRESS: 2004 12th Avenue West, Bradenton, Florida 34205
PID#: 4069700005

SPACE ABOVE THIS LINE FOR RECORDING DATA

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (hereinafter the **Agreement**) made this _____ day of _____ 2017, (hereinafter the **Effective Date**) between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as owner of the following described property, (hereinafter the **Grantor**), and the **CITY OF BRADENTON**, a Florida municipal corporation, whose mailing address is 101 Old Main Street, Bradenton, Florida 34205, (hereinafter the **Grantee**).

As used herein, the term "Grantor" shall include any and all heirs, legal representatives, successors or assigns of the Grantor, and all subsequent owners of the **Temporary Construction Easement Area** (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH that Grantor, for and in consideration of the sum of **ONE DOLLAR ($1.00)** and other valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and transfer unto Grantee a ***nonexclusive temporary construction easement*** (hereinafter the **Easement**), across, in, over, under, and upon the real property of the Grantor situated, lying and being in the County of Manatee, State of Florida, more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the **Temporary Construction Easement Area**), to facilitate Grantee's dredging and maintenance activities.

THIS Easement shall be for the purposes of (1) performing bathymetric surveying activities, (2) staging equipment, (3) temporary storage of spoil, (4) spoil removal, (5) dewatering and (6) maintenance dredging of the body of water more commonly known as Wares Creek.

THAT Grantor reserves unto itself, its affiliates, assigns, consultants, heirs, successors, tenants and subtenants, the right to the continued free use and enjoyment of the Temporary Construction Easement Area for any purposes and in any manner that (1) is not inconsistent with the rights granted herein unto the Grantee and (2) will not prevent or interfere with the rights granted to the Grantee herein; provided, that the Grantor does not obstruct, or permit others to obstruct, the Temporary Construction Easement Area at any time without first obtaining express written consent of the Grantee.

THAT Grantee shall, to the extent permitted by Section 768.28, Florida Statutes, indemnify, defend, and hold Grantor harmless from all arbitrations, awards, claims, costs, damages, demands, expenses, fees, fines, legal actions, legal proceedings, liabilities, litigation, losses, penalties, and settlements, including, but not limited to attorneys' fees, paralegal's fees, and litigations costs through all trial and appellate levels and any costs and disbursements related thereto, which arise, result from or are in any way caused by, the condition, construction, maintenance, repair or use of the Temporary Construction Easement Area by Grantee or by Grantee's agents, contractors, directors, employees, invitees, licensees, members, officers, subcontractors or vendors.

THAT Grantee shall, prior to the termination of this Easement, remove any debris, equipment, improvements, materials and spoil from the Temporary Construction Easement Area and shall restore such land to the same or substantially the same condition as was prior to the Grantee's use.

THIS Easement shall be for a term of **ONE (1) YEAR** from the Effective Date of this Agreement or until the Grantee completes its maintenance dredging, whichever comes first. The Effective Date of this Agreement shall be defined as the date of execution of this Agreement by the Board of County Commissioners of Manatee County.

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

GRANTEE:
CITY OF BRADENTON,
a Florida municipal corporation,

By: its Mayor

By: _____

Date: _____

ATTEST: CARL CALLAHAN
CITY CLERK

By: _____

<u>GRANTOR</u>:
MANATEE COUNTY,
a political subdivision of the State of Florida

By: its Board of County Commissioners

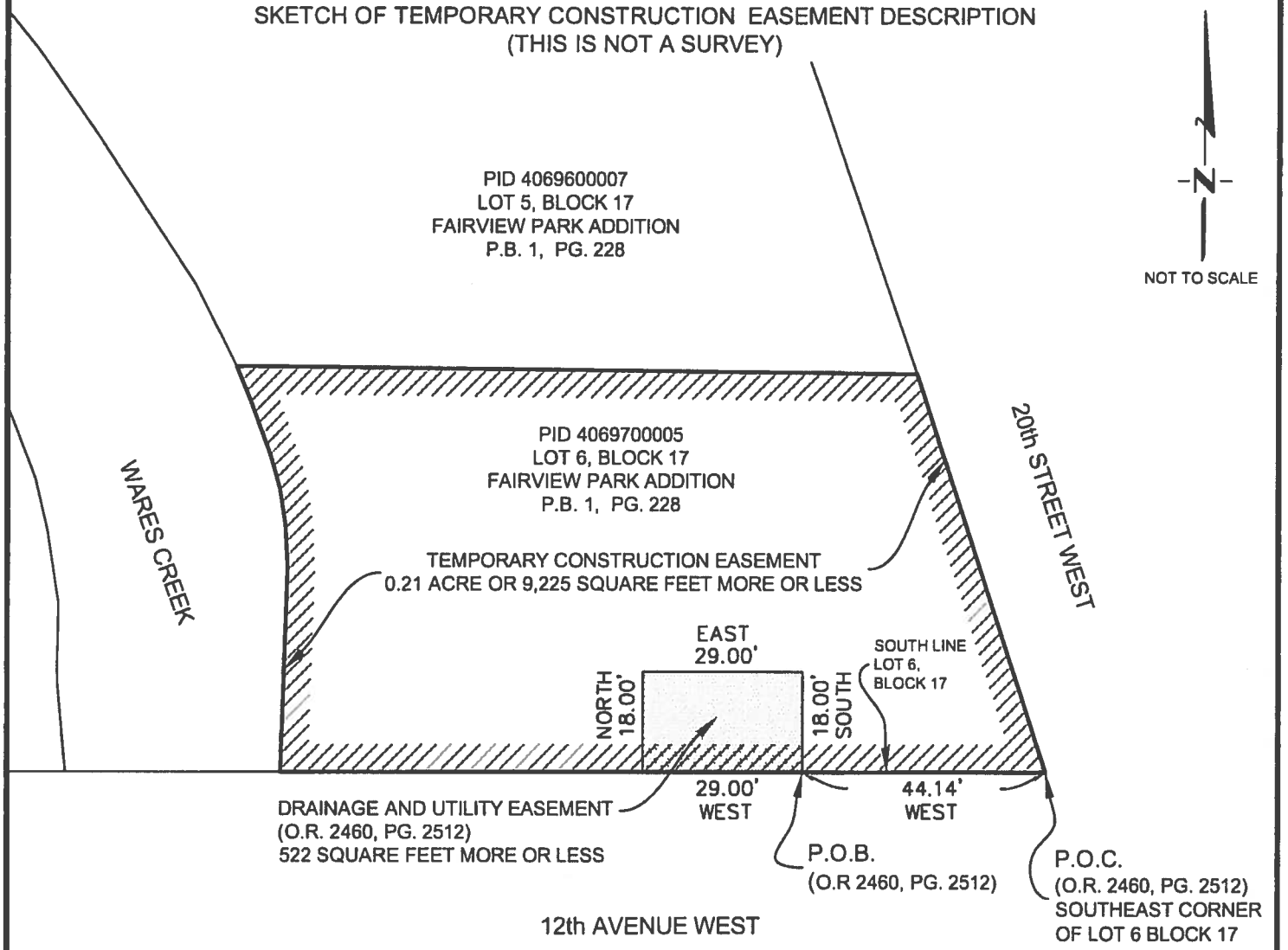
By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT "A"
SKETCH OF TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION
(THIS IS NOT A SURVEY)



NOTES:
1) THIS IS NOT A SURVEY.
2) BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 6, BLOCK 17 OF THE FAIRVIEW PARK SUBDIVISION AS RECORDED IN PLAT BOOK 1 PAGE 228 OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA, BEING ASSUMED AS WEST.
3) THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR BOUNDARY SURVEY AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.
4) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DESCRIPTION:
A TEMPORARY CONSTRUCTION EASEMENT OVER ALL OF LOT 6, BLOCK 17 OF THE FAIRVIEW PARK ADDITION SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 228 OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

DAVID E. CRONKHITE CERTIFICATE No. 6078

1/13/2017

DAVID E. CRONKHITE, PSM
FLORIDA CERTIFICATE NO. 6078

DATE

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK
PG. = PAGE
O.R. = OFFICIAL RECORD BOOK
PID = PARCEL IDENTIFICATION

SCALE: NONE
TEMPORARY CONSTRUCTION EASEMENT 2004 12TH AVENUE WEST
SHEET: 1 OF 1
SECTION 34 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 11/21/2016