

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE EXECUTION BY THE PROPER CITY OFFICIALS ON BEHALF OF THE CITY OF A SOVEREIGNTY SUBMERGED LANDS EASEMENT BETWEEN THE STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND AND THE CITY OF FORT LAUDERDALE, FOR BOT FILE NO. 061230996 – NORTH NEW RIVER CANAL;; REPEALING ALL RESOLUTIONS OR PARTS THEREOF IN CONFLICT WITH THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale (“City”) was granted license by the State of Florida Department of Transportation (“FDOT”) for installation of a forcemain through FDOT rights-of-way bordering the North New River Canal; and

WHEREAS, the State of Florida Board of Trustees of the Internal Improvement Fund (“TIIF”) granted a Sovereignty Submerged Lands Easement (“SSLE”) in 1988 for the construction, operation and maintenance of a 12-inch forcemain beneath the waters of the North New River to convey water to the City of Davie; and

WHEREAS, the 1988 SSLE has expired and is in need of renewal; and

WHEREAS, the State of Florida Department of Environmental Protection (“FDEP”) has provided to the City a renewal SSLE with a term that runs through April 18, 2067 which must be counter-signed by the proper City officials on behalf of the City; and

WHEREAS, execution of the proposed SSLE renewal with the TIFF, as administered by the FDEP is necessary for the continued operation and maintenance of the existing water main beneath the North New River Canal; and

WHEREAS, execution of the SSLE renewal serves a valid municipal purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. The City Commission hereby authorizes execution of the Sovereignty Submerged Lands Easement BOT file No. 061230996 (“SSLE”) by the proper City Officials on behalf of the City, a substantial copy of which is attached hereto as Exhibit “A,” and submission of the CITY executed SSLE to the FDEP and TIIF.

SECTION 2. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the Mayor and City Manager.

SECTION 3. That if any clause, section or other provisions within this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby but shall remain in full force and effect.

SECTION 4. That all Resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. That this Resolution shall be in full force and effect upon final adoption.

ADOPTED this _____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____
Pamela Beasley-Pittman _____
Warren Sturman _____

Exhibit A

This Instrument Prepared By:

Lisa-Marie Raulerson

Action No. 38619

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. 27978

BOT FILE NO. 061230996

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 Fort Lauderdale, a Florida municipal corporation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across sovereignty submerged 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 19,
Township 50 South, Range 42 East, in North New River Canal,
Broward County, Florida, as is more particularly described
and shown on Attachment A, dated November 18, 1986.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from April 18, 2017, 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 crossing. 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.

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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 Ft Lauderdale, Florida
City Hall
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

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(63), 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 Grantee and the Grantor have executed this instrument on the day and year first above written.

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

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.

Original Signature

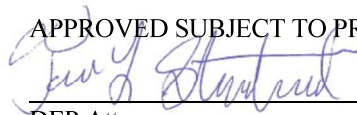
Print/Type Name of Witness

"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:



12/2/2022

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Fort Lauderdale,
a Florida municipal corporation (SEAL)

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

BY: _____

Original Signature of Executing Authority

Dean J. Trantalis

Typed/Printed Name of Executing Authority

Mayor

Title of Executing Authority

BY: _____

Original Signature of Executing Authority

Greg Chavarria

Typed/Printed Name of Executing Authority

City Manager

Title of Executing Authority

“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 Dean J. Trantalis as Mayor, for and on behalf of City of Fort Lauderdale, a Florida municipal corporation. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Commission/Serial No. _____

Signature of Notary Public

Notary Public, State of _____

Printed, Typed or Stamped Name

ATTEST:

David R. Soloman, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____

D'Wayne M. Spence, Interim City Attorney

LEGAL DESCRIPTION

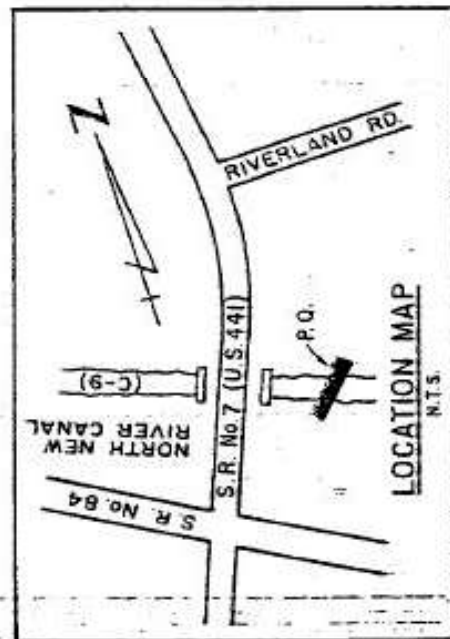
A 20 foot water main easement for the crossing of sovereignly submerged land under a portion of North New River Canal (C-9) lying in the Northeast one-quarter (NE 1/4) of Section 24, Township 50 South, Range 41 East, Broward County, Florida, more particularly described as follows: Beginning at a point on the Easterly line of Section 24, Township 50 South, Range 41 East, said point being 1246.72' Southerly along the Easterly line of Section 24 (from the Northeast corner of Section 24, Township 50 South, Range 41 East, thence:

1. S 28° 25' 38" W across the North New River Canal (C-9) a distance of 267.49' to the South right-of-way line of said canal, thence
2. N 75° 09' 43" W along the South right-of-way line of the North New River Canal, a distance of 20.08' to a point, thence
3. N 10° 00' 36" E across the North New River Canal, a distance of 1.55' to a point, thence
4. N 28° 25' 38" E still across the North New River Canal, a distance of 265.49' to a point on the North right-of-way line of the North New River Canal, thence
5. S 75° 09' 43" E along the North right-of-way line of the North New River Canal, a distance of 20.58' to the point and place of beginning.

Surveyor's Note:

1. The bearings shown hereon are based on Right-of-Way Map prepared by the Florida Department of Transportation for State Road No. 862 (1-595), dated March 18, 1982.

2. Elevations shown hereon are based on National Geodetic Vertical Datum. Bronze disc at the northwest corner of Section 19, Township 50 South, Range 42 East. Elevation = 11.11.



I hereby certify that I have made a recent survey of the above described property as indicated and that there are no above ground encroachments except as shown. I further certify that the survey represented herein meets the minimum technical standards of the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes, to the best of my knowledge and belief.

Norman H. Villet
Norman H. Villet, Florida L.S. #3177

PROJECT NO. 7979-1
CITY OF FORT LAUDERDALE, FLORIDA

EASEMENT # 1609

WATER MAIN EASEMENT AT NORTH NEW RIVER CANAL (C-9), SHEET 2 OF 2

DATE 5/86	OFFICE OF	CITY ENGINEER
BY E.A.J./R.S.		