

RESOLUTION NO. 22-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, PURSUANT TO FLORIDA STATUTE SECTION 255.22 (2021) AUTHORIZING RECONVEYANCE BY A CURATIVE QUIT CLAIM DEED TO SIXTH STREET CORPORATION, A FLORIDA CORPORATION ("SIXTH STREET") OF (A) A TEN (10) FOOT SIDEWALK RIGHT-OF-WAY EASEMENT, (B) A FIVE (5) FOOT SIDEWALK RIGHT-OF-WAY EASEMENT AND (C) AN EXECUTED AND RECORDED, BUT NOT DELIVERED TO NOR ACCEPTED BY THE CITY A PHANTOM 09/20/2000 RIGHT-OF-WAY DEDICATION; AUTHORIZING EXECUTION, DELIVERY AND RECORDING OF A CURATIVE QUIT CLAIM DEED TO SIXTH STREET OF (A), (B) AND (C) ABOVE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 21, 1997, SIXTH STREET CORPORATION, a Florida corporation (hereinafter ("Sixth Street")), executed and deliver to the City of Fort Lauderdale, without consideration, a Sidewalk Right-of-Way Easement Deed, said deed being recorded April 25, 1997, at Official Records Book 26334, Page 0098 of the Public Records of Broward County, Florida said deed conveying a ten (10) foot sidewalk right-of-way easement; and

WHEREAS, on April 21, 1997, Sixth Street, executed and delivered to the City of Fort Lauderdale, without consideration, a Right-Of-Way Easement Deed, said deed being recorded April 25, 1997, at Official Records Book 26334, Page 0085 of the Public Records of Broward County, Florida, said deed conveying a five (5) foot sidewalk right-of-way easement; and

WHEREAS, Sixth Street has requested reconveyance of the above referenced (A) ten (10) foot sidewalk right-of-way easement and (B) the (5) foot sidewalk right-of-way easement pursuant to the terms of Florida Statute Section 255.22 (2021) on the basis that for a period of sixty (60) months after the conveyance the City of Fort Lauderdale failed to use such real property for the purpose for which it was conveyed and further failed to identify the property in a comprehensive plan or other public facilities plan and the City failed to construct, improve or maintain such property for a period of sixty (60) months after the conveyance to the City; and

WHEREAS, on 09/20/2000 Sixth Street executed and recorded a Phantom Right-Of-Way Dedication Deed, but the instrument (i) was not delivered to (ii) nor was it accepted by the City and (iii) the improvements contemplated by the Phantom 09/20/2000 Right-Of-Way Dedication were never implemented by the City, yet the Phantom 09/20/2000 Right-Of-Way Dedication Deed remains in the Public Records of Broward County, Florida; and

WHEREAS, City staff has investigated the bases set forth in Florida Statute Section 255.22 (2021) and has determined that the City has failed to take the actions referenced in the statute for the requisite period of time and hence reconveyance by the Curative Quit Claim Deed is authorized under Florida Statute Section 255.22 (2021).

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

SECTION 1. That the City Commission finds and determines that the City did not take the requisite actions required by Florida Statute Section 255.22 (2021) within the proscribed period of time and therefore authorizes execution, delivery and recording of a Curative Quit Claim Deed conveying to Sixth Street (A) the ten (10) foot sidewalk right-of-way easement, (B) the five (5) foot sidewalk right-of-way easement and (C) recorded Phantom Right-Of-Way Dedication which was never delivered to nor accepted by the City. A copy of said Curative Quit Claim Deed, in substantial form, is attached hereto as Exhibit "A".

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


SECTION 3. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the 16th day of August 2022.



Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
DAVID R. SOLOMAN

Dean J. Trantalis Yea

Heather Moraitis Yea

Steven Glassman Yea

Robert L. McKinzie Not Present

Ben Sorensen Yea

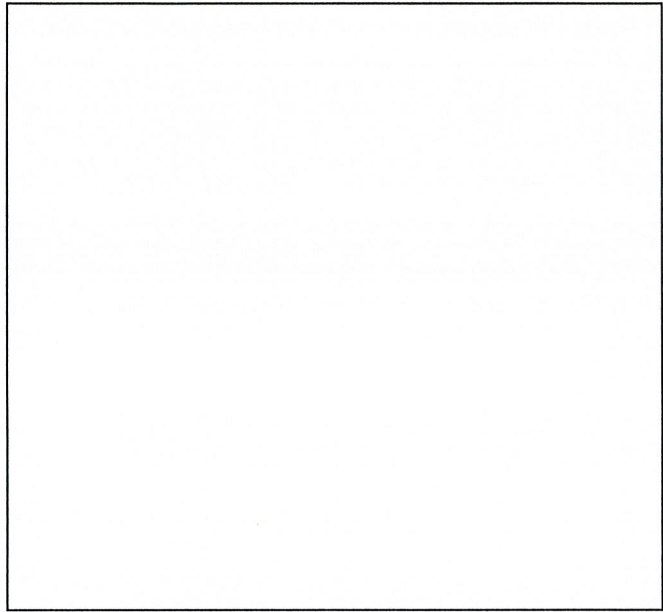
APPROVED AS TO FORM:



City Attorney
ALAIN E. BOILEAU

PREPARED BY AND RETURN TO:
Robert B. Dunckel, Esq.
City Attorney's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Folio Nos. 5042 10 12 0450
5042 10 12 0451



Space Reserved for Recording Information

CURRATIVE QUIT CLAIM DEED

THIS INDENTURE, made this ___ day of _____, 2022, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, whose Post Office address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "GRANTOR",

and

SIXTH STREET CORPORATION, a Florida corporation, whose address is 116 NW 11 Avenue, Fort Lauderdale, Florida 33311, hereinafter "GRANTEE".

RECITALS:

WHEREAS, on April 21, 1997, Sixth Street Corporation, a Florida corporation, GRANTEE herein, without receipt of valuable consideration, executed and delivered to the City of Fort Lauderdale (GRANTOR herein) a five (5) Foot Right-Of-Way Easement Deed, (containing approximately 576 square feet) granting unto GRANTOR herein right-of-way easement rights over real property described therein, such Right-of-Way Easement Deed being recorded April 25, 1997 at Official Records Book 26334, Page 0085 of the Public Records of Broward County, Florida (hereinafter, "**5-foot Right-Of-Way Easement**"); and

WHEREAS, on April 21, 1997, Sixth Street Corporation, a Florida corporation, GRANTEE herein, without receipt of valuable consideration, executed and delivered to the City

of Fort Lauderdale (GRANTOR herein) a ten (10) foot Right-Of-Way Dedication (containing, Approximately 1,340 square feet) granting unto GRANTOR herein, right-of-way rights over the real property described therein, such Right-Of-Way Dedication Deed being recorded April 25, 1997, at Official Records Book 26334, Page 0098 of the Public Records of Broward County, Florida (hereinafter, “**10-foot Dedication**”); and

WHEREAS, the conveyances of the **5-foot Right-Of-Way Easement** and **10-foot Dedication** to the GRANTOR were for specific purposes; and

WHEREAS, the GRANTOR herein failed to use both the **5-foot Right-Of-Way Easement** and **10-foot Dedication** for the specific purposes for which they were conveyed for a period of sixty (60) consecutive months after the conveyances to the GRANTOR herein, nor did the GRANTOR herein identify the proposed use of either or both the **5-foot Right-Of-Way Easement** and **10-foot Dedication** in a comprehensive plan or other public facilities plan within such sixty (60) consecutive month period; and

WHEREAS, GRANTEE herein has made a written demand upon GRANTOR herein for reconveyance of the **5-foot Right-Of-Way Easement** and the **10-foot Dedication** described above; and

WHEREAS, under the circumstances recited above Florida Statute § 255.22 authorizes execution and delivery by Quit Claim Deed of re-conveyance made in the **5-foot Right-Of-Way Easement** and **10-foot Dedication** described above back to Grantee; and

WHEREAS, in consideration of the foregoing, the City Commission by adoption of Resolution No.22-18, at its Regular Meeting of January 18, 2022, authorized execution and delivery of a Quit Claim Deed by GRANTOR to GRANTEE, such Quit Claim Deed being dated January 18, 2022, recorded March 9, 2022, at Instrument # 117993963 of the Public Records of Broward County, Florida (“**01/18/22 Quit Claim Deed**”); and

WHEREAS, at the time of the **01/18/22 Quit Claim Deed**, GRANTEE herein owned the lands adjoining the real property within and abutting the above described **5-foot Right-Of-Way** and **10-foot Dedication**; and

WHEREAS, a discrepancy between the legal descriptions accompanying the (i) **5-foot Right-Of-Way Easement & 10-foot Dedications** and (ii) the **01/18/22 Quit Claim Deed** are intended to be rectified by this curative re-conveyance of the **5-foot Right-Of-Way Easement** and **10-foot Dedication**, described above, in this Curative Quit Claim Deed; and

WHEREAS, Sixth Street Corporation, executed and recorded an instrument entitled “Right-Of-Way Dedication Deed”, dated September 20, 2000, and recorded September 28, 2000 at Official Records Book 30889, Page 0976 (hereinafter, “**09/28/2000 Right-Of-Way Dedication Deed**”); the **09/28/2000 Right-Of-Way Dedication Deed** was neither delivered to nor accepted by the City of Fort Lauderdale and therefore whatever interests or easement rights were intended to

be conveyed in the **09/28/2000 Right-Of-Way Dedication Deed** never passed to the City of Fort Lauderdale; that notwithstanding the foregoing the City of Fort Lauderdale hereinbelow, as a remedial act, quit-claims, releases and remises unto Sixth Street Corporation the **09/28/2000 Right-Of-Way Dedication Deed** referenced above; and

WHEREAS, in consideration of the foregoing, the City Commission by adoption of Resolution No. 22-_____ at its Regular Meeting of _____ authorized execution and delivery of a reconveyance of this Quit Claim Deed by GRANTOR to GRANTEE.

WITNESSETH that said GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby remise, release, quit claim and convey to the said GRANTEE, its successors and assigns forever, any right, title or interest in and to the **(i) 5-foot Right-Of-Way Easement, (ii) 10-foot Dedication, and (iii) the 09/28/2000 Right Of Way Dedication Deed** described above and the easement rights and property interests described therein, such real property and appurtenant easement rights or property interests thereto being located, situate and being in Broward County, Florida.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal the day and year first above written.

WITNESSES:

CITY OF FORT LAUDERDALE, a
municipal corporation of Florida

Dean J. Trantalis, Mayor

[Witness-print or type name]

Greg Chavarria, City Manager

[Witness-print or type name]

(CORPORATE SEAL)

ATTEST:

Approved as to Form:

David R. Soloman, City Clerk

Alain E. Boileau, City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online, this _____, 2022, by DEAN J. TRANTALIS, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped.

My Commission Expires:
Commission Number: _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online, this _____, 2022, by GREG ECHAVARRIA, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped.

My Commission Expires:
Commission Number: _____