Sonia Sierra

From:	Robert Dunckel
Sent:	Monday, February 12, 2024 9:41 AM
To:	Sonia Sierra
Cc:	Robert Dunckel
Subject:	Re: 02.06.24 Agenda / CAM #24-0049 / Submerged Land easement BOT 060363966
Attachments:	Sovereignty Submerged Land Easement ROUTE.pdf; Sovereignty Submerged Land Easement ROUTE.pdf

Yes, Tom may execute.

When signed by all the proper City officials, please provide me with a copy.

Robert B. Dunckel
Assistant City Attorney
One East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301
(954) 828-5040 | rdunckel@fortlauderdale.gov

CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

AV LexisNexis Martindale-Hubbell Peer Review Rated For Ethical Standards and Legal Ability

RBD works for the City Attorney's Office on a part-time basis only. Because of medical issues he is telecommuting from home. If you have difficulty reaching him contact his Paralegal Assistant, Sonia Sierra at SSierra@fortlauderdale.gov or (954) 828-5598. In Sonia's absence please contact Erica Keiper, Sr. Legal Assistant, at EKeiper@fortlauderdale.gov or by phone at (954) 828-6088.

On Feb 12, 2024, at 9:00 AM, Sonia Sierra <SSierra@fortlauderdale.gov> wrote:

Good morning Bob,
I am in the office today and would like to route this for execution. Please provide authorization for Tom to execute as to form so I may route.

Best Regards,

Sonia Sierra
Paralegal
1 East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301
(954) 828-5598 | ssierra@fortlauderdale.gov

CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

From: Sonia Sierra
Sent: Thursday, February 8, 2024 12:02 PM
To: Robert Dunckel <RDunckel@fortlauderdale.gov>
Subject: 02.06.24 Agenda / CAM #24-0049 / Submerged Land easement BOT 060363966

Good morning Bob,
Please provide authorization for Tom to execute as to form so I may route on Monday.

Best Regards,

Sonia Sierra
Paralegal
1 East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301
(954) 828-5598 | ssierra@fortlauderdale.gov

SCW **CM-6** 24-0175

Motion Approving and Authorizing the Execution of a Revocable License with RELATED FATVILLAGE, LLC, for Temporary Right-of-Way Closures on Sistrunk Boulevard and NW 1st Avenue Associated with the Gallery at Flagler Village Development Located at 600 N Andrews Avenue - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

RBD **CM-7** 24-0194

Motion Approving Partial Release of Declaration of Unity of Title - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

PGB **CM-8** 24-0075

Motion Approving a Municipal Elections Agreement with the Broward County Supervisor of Elections for the November 5, 2024, Regular Municipal Election - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CONSENT RESOLUTION

KCM **CR-2** 24-0005

24-25

Resolution Approving a Landscape Maintenance Memorandum of Agreement for State Road 84 (SE 24th Street) with the Florida Department of Transportation for Landscape Improvements within the Right of Way of State Road 84 (SE 24th Street) and an Assumption of Liability and Hold Harmless Agreement with FLL Hospitality LLLP - (Commission District 4)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

RBD **CR-3** 24-0049

24-26

Resolution Authorizing the Execution of a Sovereignty Submerged Lands Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida / BOT FILE NO. 060363966 -South New River Canal - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

RBD **CR-4** 24-0096

24-27

Resolution Delegating to the City Manager the Authority to Execute a Project Agreement with Florida Inland Navigation District (FIND) for a Grant of up to $1,500,000 for Cooley's Landing Marina Replacement - (Commission District 2)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

RBD **CR-5** 24-0134

24-28

Resolution (a) Approving an Application for a Dock Permit for Usage of Public Property by Michael & Bethany Pitino adjacent to 607 Cordova Road for an existing marginal dock and (b) Authorizing Counter Execution of a Declaration of Restrictive Covenants - (Commission District 4)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

KCM **CR-6** 24-0145

24-29

Resolution Approving the Submission of a Grant Application to the Florida Department of Transportation under the 2024 County Incentive Grant Program - (Commission District 2)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

PGB **CR-7** 24-0093

24-30

Resolution Approving an Interlocal Agreement Between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Roadway Improvement (FORT 104) for the City's Sidewalk Connections Project - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

CONSENT PURCHASE

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#24-0049**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: February 6, 2024

TITLE: Resolution Authorizing the Execution of a Sovereignty Submerged Lands Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida / BOT FILE NO. 060363966 - South New River Canal - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve the execution of a Sovereignty Submerged Land Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the purposes of acquiring the use of sovereign lands solely for the continued operation and maintenance of a wastewater forcemain and potential maintenance of an abandoned water main crossing under the South New River Canal.

Background

The City owns and operates an 8-inch diameter wastewater forcemain which runs under the South New River Canal and conveys wastewater to a nearby pump station. The City previously operated and is currently responsible for the maintenance of an abandoned 42-inch diameter water main running under the South New River Canal.

The watermain was constructed in 1985 and the Submerged Land Easement that was signed at that time has expired. The proposed Sovereignty Submerged Lands Easement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is necessary for the continued operation and maintenance of the wastewater forcemain and the abandoned water main beneath the South New River Canal.

Resource Impact

There is no fiscal impact to the City associated with this item.

Strategic Connections

This item is a *2024 Commission Priority*, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Infrastructure Focus Area
- Goal 1: Build a sustainable and resilient community
- Objective: Proactively maintain our water, wastewater, stormwater, road, and bridge infrastructure

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- The Sanitary Sewer, Water & Stormwater Element
- Goal 2: Develop and maintain an adequate wastewater collection and treatment system, which meets existing and projected needs of the City and adjacent users in the Central Wastewater Region.

Attachments

Exhibit 1 – Sovereignty Submerged Land Easement
Exhibit 2 – Resolution

Prepared by: Jason Snifeld, Senior Assistant to the Director, Public Works

Department Director: Alan Dodd, Public Works

This Instrument Prepared By:
Rebecca Bone
Action No. 46289
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. 42769
BOT FILE NO. 060363966

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, 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 25, Township 50 South, Range 41 East, in South New River Canal,
> Broward County, Florida, containing 6752 square feet, more or less,
> as is more particularly described and shown on Attachment A, dated July 17, 1986.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from November 23, 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 the operation of a water main and wastewater forcemain. 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.

[45]

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
1 East Broward Blvd.
Suite 1605
Ft. 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(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:

_____
Original Signature

_____
Print/Type Name of Witness

_____
Original Signature

_____
Print/Type Name of Witness

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 Sturtevant 11/4/2023
DEP Attorney Date

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:

_____
Commission/Serial No._____

WITNESSES:

Original Signature

Scott Wyman

Typed/Printed Name of Witness

Original Signature

Donna Varisco

Typed/Printed Name of Witness

Attest:

David R. Soloman, City Clerk

City of Ft. Lauderdale, Florida (SEAL)

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 Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __online notarization this day of February 15, 20 24, by Dean J. Trantalis as Mayor, for and on behalf of City of Ft. Lauderdale, Florida. He/she is personally known to me or who has produced _____, as identification.

My Commission Expires: 5·24·26

ASHLEY KHIANA DIXON
Notary Public - State of Florida
Commission # HH 267914
My Comm. Expires May 24, 2026
Bonded through National Notary Assn.

Commission/Serial No. HH 267914

Signature of Notary Public

Notary Public, State of Florida

Ashley K. Dixon

Printed, Typed or Stamped Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __online notarization this 14th day of FEBRUARY, 2024, by Greg Chavarria as City Manager, for and on behalf of City of Ft. Lauderdale, Florida. He/she is personally known to me or who has produced _____, as identification.

My Commission Expires: 4·18·2024

Notary Public State of Florida
Sharon K Coryell
My Commission GG 951283
Expires 04/16/2024

Commission/Serial No. GG951283

Signature of Notary Public

Notary Public, State of FLORIDA

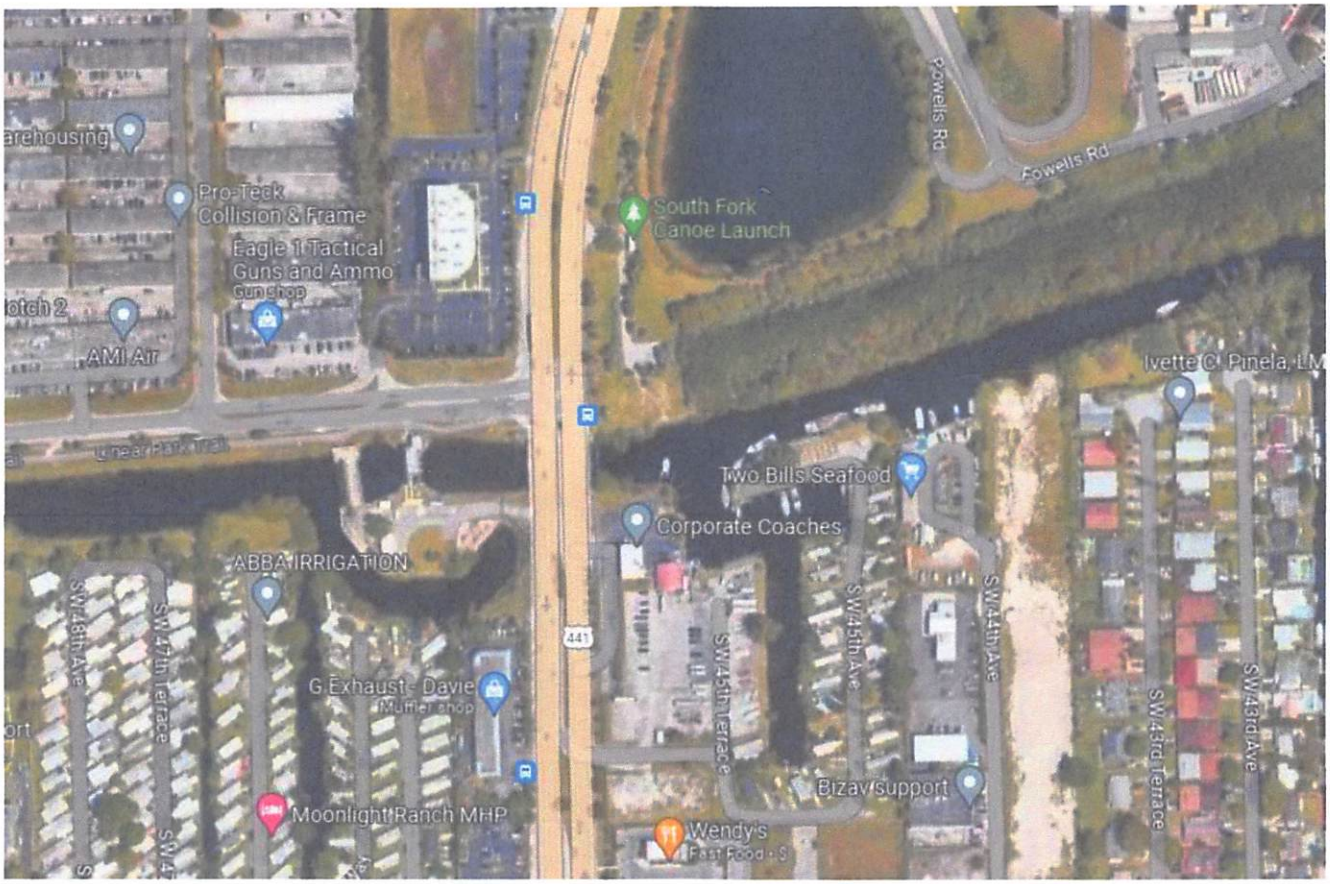
SHARON K CORYELL

Printed, Typed or Stamped Name

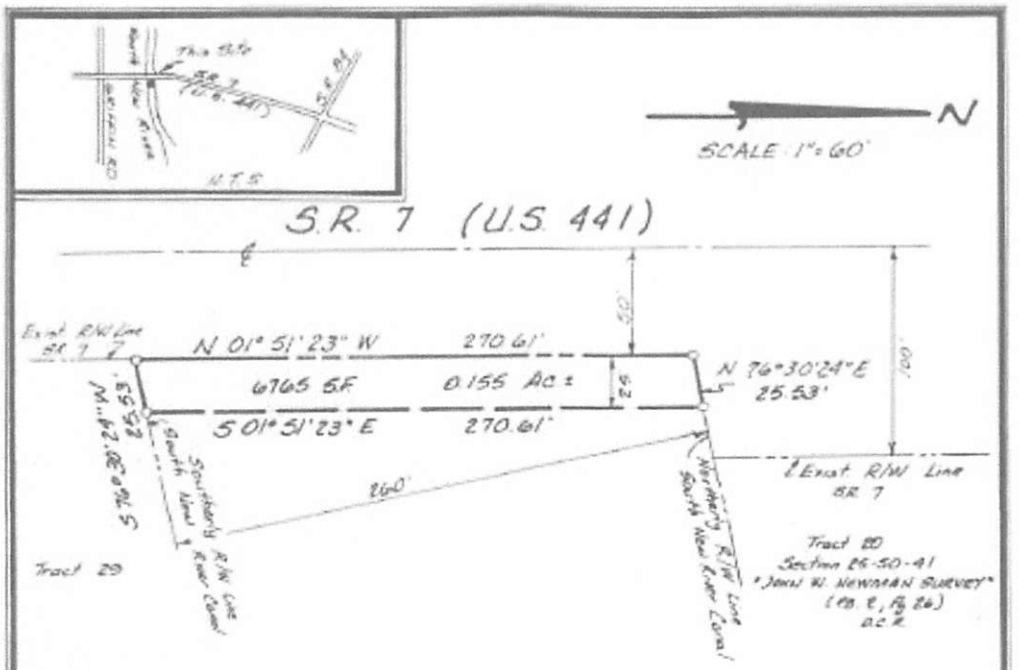
Page 5 of 7 Pages
Easement 42769

Approved as to from and correctness:
Thomas J. Ansbro, City Attorney

CITY OF FORT LAUDERDALE
ESTABLISHED MARCH 27, 1911
BROWARD COUNTY, FLORIDA
SEAL



Attachment A
Page 6 of 7 Pages
Easement 42769



LAND DESCRIPTION: EASEMENT

A portion of the South New River Canal Right-of-Way as shown on the "JOHN W. NEWMAN SURVEY" recorded in Plat Book 2, page 26 of the Public Records of Dade County, Florida, being more particularly described as follows:

The Westerly 25.00 feet of that part of the South New River Canal Right-of-Way lying easterly of the East State Road 7 (U.S. 441) Right-of-Way line.

Said lands lying in Broward County, Florida, containing 0.155 Acres, more or less.

CERTIFICATE:
WE HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS DELINEATED UNDER OUR DIRECTION IN JULY, 1986. WE FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 21HH-6 ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES 472.027.

KEITH AND SCHNARS, P.A.
ENGINEERS, PLANNERS & SURVEYORS

BY: WILLIAM J. KEITH
PROFESSIONAL LAND SURVEYOR #1856
STATE OF FLORIDA

SOUTH NEW RIVER CANAL "JOHN W. NEWMAN SURVEY" (P.B. 2, Pg. 26, D.C.R.) BROWARD CO. FLORIDA	DATE 7-17-86 SCALE 1" = 60' FIELD BK. N/A DWNG. BY SDM CHK. BY JPW	DATE / REVISIONS	Keith and Schnars, P.A. ENGINEERS · PLANNERS · SURVEYORS SHEET NO. 1 OF 1 SHEETS DRAWING NO. 11831L-

Attachment A
Page 7 of 7 Pages
Easement 42769

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

IL

Today's Date: 2/12/24

DOCUMENT TITLE: Soverign Submerged Land Easement – BOT 060363966 - South New River Canal

COMM. MTG. DATE: **2/6/2024** **CAM #:** **24-0049** **ITEM #:** **CR-3** **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** **Sonia/ x-5598** **Action Summary attached** ☒YES ☐NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

---

1) Dept: CAO **Router Name/Ext:** **Sonia/ x-5598** **# of originals routed:** 1 **Date to CAO:** 2/12/24

---

2) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 1

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐NO

Date to CCO: 2/13/24 Thomas J. Ansbro (Attorney's Name) Initials

---

3) City Clerk's Office: # of originals: 1 **Routed to:** Donna V./Amber Cabrera./CMO **Date:** 02/13/24

---

4) City Manager's Office: **CMO LOG #:** Feb 41 Document received from: _____

GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐
GREG CHAVARRIA ☐

☐ APPROVED FOR GREG CHAVARRIA'S SIGNATURE ☐ N/A FOR GREG CHAVARRIA TO SIGN

PER ACM: **A.FAJARDO** _____ (Initial/Date) PER ACM: **S. GRANT** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions: _____

Forward ___ originals to ☒ Mayor ☐ CCO **Date:** 2/14/24

---

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

---

6) City Clerk: Scan original and forwards 1 originals to: **Sonia Sierra x- 5598 – CAO**

Attach __ certified Reso # _____ ☐YES ☒NO

Original Route form to Sonia ext. 5598
Rev. 9/9/2020