

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING EXECUTION AND DELIVERY BY THE CITY MANAGER OF A UTILITIES EASEMENT AGREEMENT BETWEEN SUNRISE TOWER ASSOCIATION (FORT LAUDERDALE), INC., AND THE CITY OF FORT LAUDERDALE TO FACILITATE THE INSTALLATION OF A SUBMERGED FORCE MAIN CROSSING.

WHEREAS, the City of Fort Lauderdale owns and operates an 18-inch ductile iron force main which conveys wastewater from the Central Beach Alliance area west under the Intracoastal Waterway (ICW) to the main transmission line near NE 9th Street and Middle River Drive; and

WHEREAS, this force main was constructed in the 1980's and is nearing the end of its useful life and will be replaced as part of the proposed Bayshore Force main Intracoastal Crossing Replacement Project (P12389); and

WHEREAS, the acceptance by City of such a utility easement will allow for the construction, operation and maintenance of the new force main, located at 888 Intracoastal Drive, Fort Lauderdale, Florida, 33304; and

WHEREAS, the acceptance by the City of such utility easement serves a valid municipal purpose and is in the best interests of the public.

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

SECTION 1. That the authority to execute and deliver the Easement Agreement, attached hereto and made a part hereof, labeled as Exhibit "A" to Sunrise Tower Association (Fort Lauderdale) Inc., is hereby delegated to the City Manager:

SEE EXHIBIT "A"
UTILITY EASEMENT AGREEMENT
INCLUDING
SKETCH AND LEGAL DESCRIPTION

SECTION 2. That the City Manager is hereby authorized to execute any additional documents or instruments necessary or incidental to consummating the above transaction.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the proper City officials.

SECTION 4. That this Resolution shall be in full force and effect upon final passage.

SECTION 5. That the Effective Date of this Resolution is the date of adoption.

ADOPTED this the ____rd day of March, 2020.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
JEFFREY A. MODARELLI

**AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE
AND SUNRISE TOWER ASSOCIATION (Fort Lauderdale), INC.**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made in duplicate, this ____ day of _____, 2020, by and between the **CITY OF FORT LAUDERDALE**, a municipal corporation existing under the laws of the State of Florida, (hereinafter referred to as “City”), and **SUNRISE TOWER ASSOCIATION (Fort Lauderdale), INC.**, a Florida not-for-profit corporation authorized to do business in the State of Florida (hereinafter referred to as “Association”) whose Federal I.D. # is 59-1622186.

RECITALS

WHEREAS, the City has been providing water and wastewater services to the Association and its unit owners for many years, pursuant to certain Easements recorded in Official Records Book 2199, Page 942 and Official Records Book 8061, Page 261 of the Public Records of Broward County, Florida; and

WHEREAS, due to the passage of time, it has become increasingly necessary to replace the existing force main underneath the Association’s parking lot and for the City to secure an additional utilities easement from the Association in order to install the force main; and

WHEREAS the City acknowledges that the necessary construction will cause temporary disruption and inconvenience to the unit owners for a period of time; and

WHEREAS, the Association is willing to execute and deliver the necessary utilities easement to the City, provided the City repairs any damages caused by the construction and installs certain improvements located on the property of the Association to be provided by the City.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein the parties agree as follows:

TERMS

1. **RECITALS.** The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.
2. **THE EASEMENT.** For and in consideration of the Improvements (as hereafter defined) to be made by the City as set forth in Section 3 of this Agreement, the Association agrees to duly execute and deliver to the City the Utilities Easement attached hereto as **Exhibit “A”** and incorporated herein by reference. (hereinafter referred to as “Easement”).
3. **IMPROVEMENTS.** For and in consideration of the agreement of the Association to execute and deliver to the City the Easement, the City agrees to install the following Improvements on the property of the Association, at its sole cost and expense:
 - A. Replacement of the force main;
 - B. Re-engineer the catch basin and install a tidal valve in the north parking lot;
 - C. Repave the north parking lot;

- D. Minimize standing water in three (3) parking stalls adjacent to the north parking lot, which may include regrading and paving to direct water to nearby drainage structures or permeable areas, and/or adding drains;
- E. Minimize standing water located at the front of the building, which may include regrading and repaving to direct standing water to nearby drainage structures or permeable areas;
- F. Restore to the existing or better condition: the landscaping, irrigation, curbs, sidewalks, etc. in any areas of the Association which are damaged as a result of the City's installation of the Improvements.

5. **CONSTRUCTION SCHEDULE.** The parties agree that the City expects to begin construction in March, 2020 and the entire project will take approximately seven (7) months to complete. However, the work directly impacting the Association is expected to take four (4) weeks, during which the City will install the directional drill, install the tidal valve and perform the grading and paving of the affected areas. Notwithstanding those anticipated construction times, the Association is not entitled to any damages or other remuneration in the event the City is unable to complete the installation of the Improvements as set forth in this Paragraph 5.

6. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, ASSOCIATION AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

7. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the City:	Christopher .Lagerbloom, City Manager 100 North Andrews Avenue Fort Lauderdale, FL 33301	With a copy to: Alain Boileau, City Attorney 100 North Andrews Avenue Fort Lauderdale, FL. 33301
If to the Association:	Sunrise Tower Association, Inc. 888 Intracoastal Drive Fort Lauderdale, FL	

8. **CONFLICTING PROVISIONS.** The terms and conditions in this Agreement shall supersede and take priority over any inconsistent or conflicting provisions that are contained in any other document, including but not limited to Exhibit “A”.

9. **MISCELLANEOUS.**

A. In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted.

B. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

C. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and it shall supersede all previous and contemporaneous oral and written negotiations, commitments, agreements and understandings relating hereto.

D. Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement.

E. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

WITNESSES:

[Witness print or type name]

[Witness print or type name]

(CORPORATE SEAL)

**CITY OF FORT LAUDERDALE, a
Florida municipal corporation**

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom, City Manager

ATTEST:

By: _____
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

By: _____
James Brako, Assistant City Attorney

WITNESS:

[Witness print or type name]

**SUNRISE TOWER ASSOCIATION
(Fort Lauderdale), INC.**

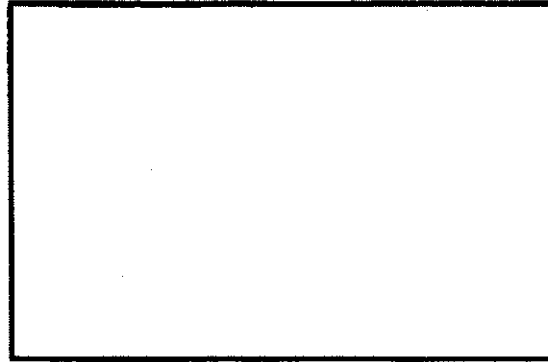
By: _____
Print Name:
Title:

EXHIBIT “A”
Utilities Easement

PREPARED BY AND RETURN TO:

Robert B. Dunckel, Esq.
Assistant City Attorney
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Folio No: 504201B40010 to 1010



(Space Reserved for Recording Information)

UTILITIES EASEMENT

THIS INDENTURE, made this 26 day of December, 2019 by and between: SUNRISE TOWER ASSOCIATION (Fort Lauderdale), INC., a Florida not-for-profit corporation, FEI/EIN Number 59-1622186, whose principal address is, 889 Intracoastal Dr., Fort Lauderdale, Florida 33301, hereinafter "Grantor",

and

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, FL 33301, Federal Tax ID No. 59-6000319, hereinafter the "Grantee", its successors and assigns.

WITNESSETH:

That said Grantor(s), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to said Grantor(s) in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold unto the said Grantee, its successors and assigns a non-exclusive easement for public utilities and the right to provide service to maintain, repair and replace and have access to City facilities or infrastructure within the Easement Area more particularly described below, and all other public purposes related thereto, as Grantee may deem necessary over, along, through, in, above, within and under the "Easement Area", said Easement Area lying and being in Fort Lauderdale, Broward County, Florida, described as follows:

SEE SKETCH & LEGAL DESCRIPTION
ATTACHED HERETO AS EXHIBIT "A"
(hereinafter, the "Easement Area")

Grantor(s) hereby covenants with said Grantee that said Grantor(s) is lawfully seized of fee simple title to the Easement Area and that Grantor(s) hereby fully warrants and defends the title to this Easement Area hereby granted and conveyed against the lawful claims of all persons whomsoever. Grantor(s) shall not make any improvements within the Easement Area which will conflict or interfere with the Easement granted herein.

*(("Grantor" and "Grantee" are used for singular or plural, as context requires.)

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

Donald B. Bittler
[Witness print/type name]

Al Monaco
[Witness print/type name]

**GRANTOR: SUNRISE TOWER
ASSOCIATION (FORT LAUDERDALE), INC.,
a Florida not-for-profit corporation**

Susan Rogers
By: Susan T Rogers
[Print name and title]
Association President

Susan Rogers, Association President
[Print name and title]

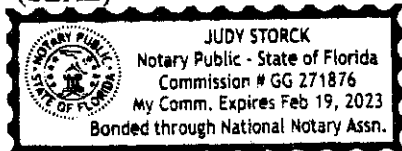
STATE OF FLORIDA
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 26 December, 2019 by

Susan Rogers and Don Bittler the President and Secretary, respectively, of SUNRISE TOWER ASSOCIATION (Fort Lauderdale), INC., a Florida not-for-profit corporation, FEI/EIN Number 59-1622186 and they are authorized to sign this instrument on behalf of SUNRISE TOWER ASSOCIATION (Fort Lauderdale), INC., a Florida not-for-profit corporation.

They are personally known to me or have produced _____ as identification
and did not take an oath.

(SEAL)



Judy Storck
Notary Public, State of Florida
Signature of Notary taking Acknowledgement

Judy Storck
Name of Notary Typed,
Printed or Stamped

APPROVED AS TO FORM:

Robert B. Duncel, Esq.
Assistant City Attorney

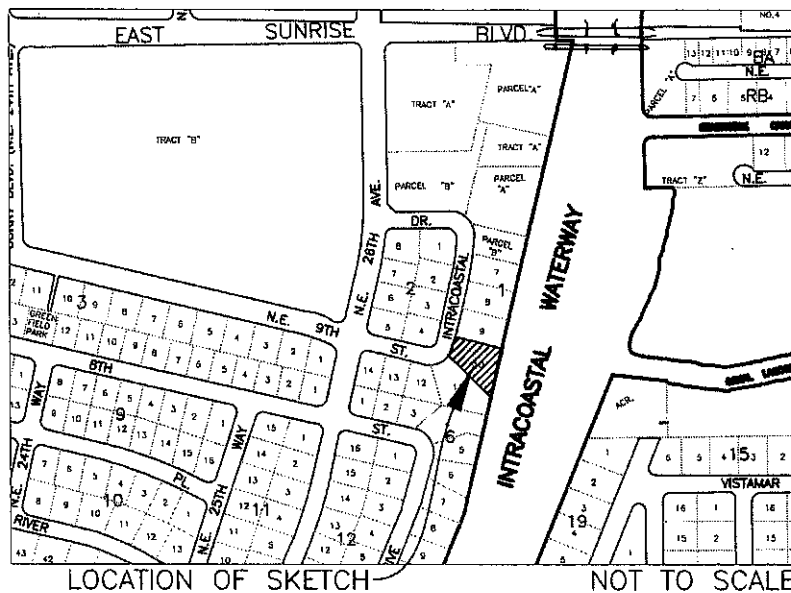
My Commission Expires:

2/19/23

Commission Number

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY



DESCRIPTION: UTILITY EASEMENT

A PORTION OF LOT 10, BLOCK 1, "SUNRISE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGE 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE S 12°08'30" W ALONG THE WESTERLY LINE OF SAID LOT 10, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE S 77°51'30" E ON A LINE 20.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 115.00 FEET; THENCE S 12°08'30" W, A DISTANCE OF 26.12 FEET; THENCE N 87°10'19" W, A DISTANCE OF 50.67 FEET TO THE EASTERLY LINE OF SAID LOT 10; THENCE S 12°08'30" W ON THE EAST LINE OF SAID LOT 10, A DISTANCE OF 34.00 FEET; THENCE N 60°19'28" W, A DISTANCE OF 32.95 FEET; THENCE N 77°51'30" W, A DISTANCE OF 139.26 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 10; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 21°02'59" AND AN ARC DISTANCE OF 31.23 FEET TO A POINT OF TANGENCY; THENCE N 12°08'30" E, A DISTANCE OF 11.47 TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 6042 SQUARE FEET OR 0.1387 ACRES MORE OR LESS.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: FEBRUARY 19, 2019

SHEET 1 OF 2

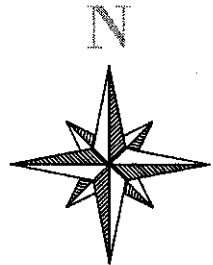
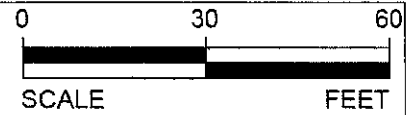
MICHAEL DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO.6490
STATE OF FLORIDA

CITY OF FORT LAUDERDALE		
SUNRISE TOWER UTILITY EASEMENT EXHIBIT A		
BY: SP	ENGINEERING	DATE: 2/19/19
CHK'D MD	DIVISION	SCALE: NTS

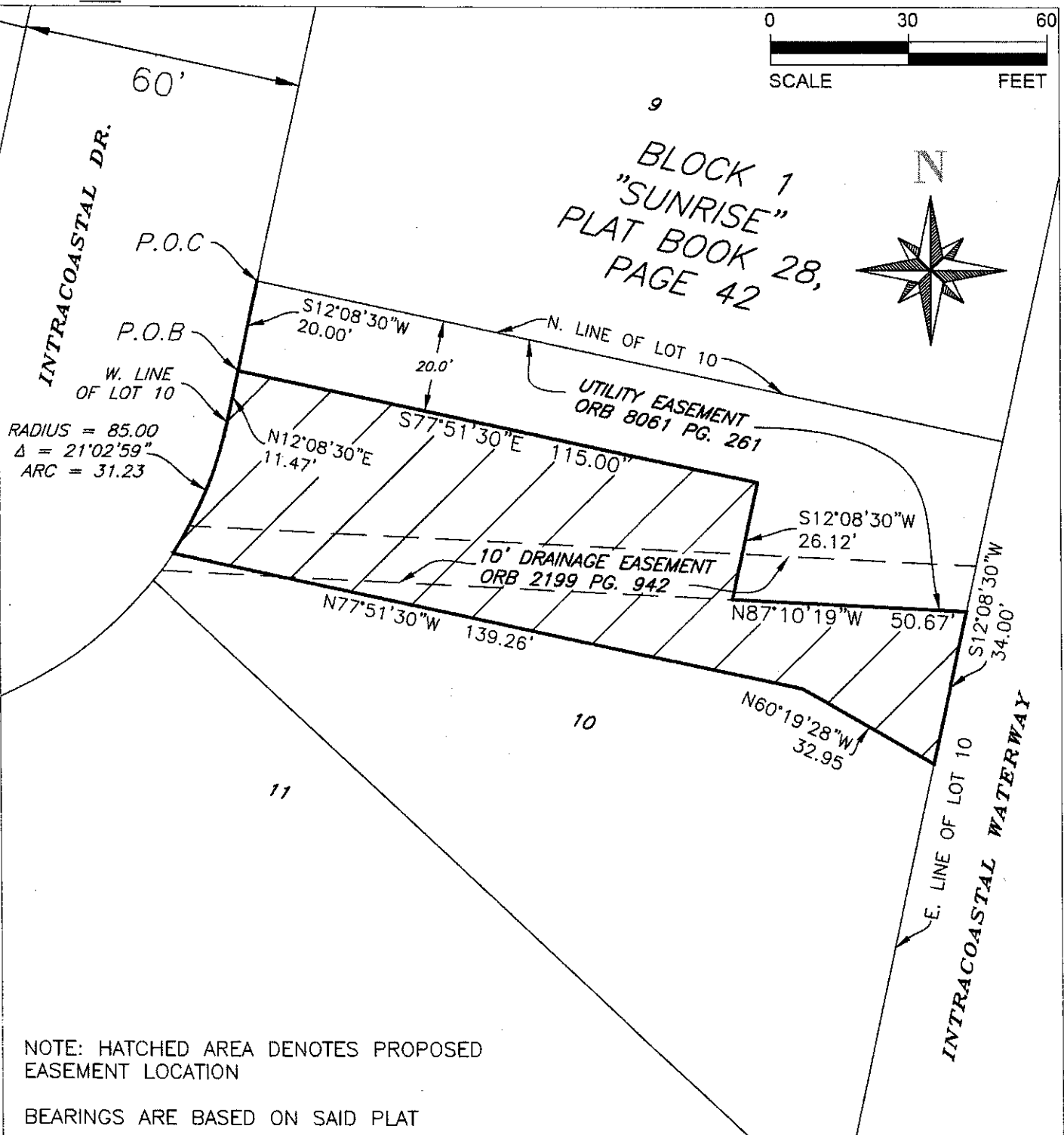
PLOT

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY



BLOCK 1
"SUNRISE"
PLAT BOOK 28,
PAGE 42



NOTE: HATCHED AREA DENOTES PROPOSED
EASEMENT LOCATION

BEARINGS ARE BASED ON SAID PLAT

SHEET 2 OF 2

LEGEND:

P.O.C. DENOTES POINT OF COMMENCEMENT
P.O.B. DENOTES POINT OF BEGINNING
P.B. DENOTES PLAT BOOK
B.C.R. BROWARD COUNTY RECORDS
N.T.S. NOT TO SCALE

CITY OF FORT LAUDERDALE

SUNRISE TOWER
UTILITY EASEMENT
EXHIBIT A

BY: SP	ENGINEERING	DATE: 2/19/19
CHK'D MD	DIVISION	SCALE: 1"=30'

PLOT