



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
HH-2.

MEETING DATE	2019-12-10 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	HH. OFFICE OF THE GENERAL COUNSEL
DEPARTMENT	Office of the General Counsel

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:
Settlement Agreement between The School Board of Broward County, Florida and Jonathan P. Strang and Kenneth L. Caccavale

REQUESTED ACTION:
Approve the Settlement Agreement between The School Board of Broward County, Florida and Jonathan P. Strang and Kenneth L. Caccavale.

SUMMARY EXPLANATION AND BACKGROUND:
Unable to resolve the dispute between Jonathan P. Strang and Kenneth L. Caccavale, ("Homeowners/Defendants") and The School Board of Broward County, Florida ("SBBC") regarding the encroachment upon the Southwest corner of New River Middle School, SBBC approved the initiation of litigation against Homeowners/Defendants in Broward County Circuit Court Case Number 16-017814 (04).
See Supporting Docs for continuation of Summary Explanation and Background.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
The District shall receive payment in the amount of \$40,000.

EXHIBITS: (List)
(1) Summary Explanation and Background (2) Settlement Agreement between The School Board of Broward County Florida and Jonathan P. Strang and Kenneth L. Caccavale

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Thomas C. Cooney, Esq.	Phone: 754-321-2050
Name: Oscar E. Soto, Esq.	Phone: 754-321-2050

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Barbara J. Myrick - General Counsel

Signature
Barbara J. Myrick
12/2/2019, 3:51:39 PM

Approved In Open Board Meeting On: **DEC 10 2019**
By: *[Signature]*
School Board Chair

HH-2 Settlement Agreement between The
School Board of Broward County, Florida
and Jonathan P. Strang and Kenneth L.
Caccavale
12/10/19 SBOM

SUMMARY EXPLANATION AND BACKGROUND

Unable to resolve the dispute between Jonathan P. Strang and Kenneth L. Caccavale, (“Homeowners/Defendants”) and The School Board of Broward County, Florida (“SBBC”) regarding the encroachment upon the Southwest corner of New River Middle School, SBBC approved the initiation of litigation against Homeowners/Defendants in Broward County Circuit Court Case Number 16-017814 (04).

This Settlement Agreement is the result of efforts to resolve differences and disputes between the Homeowners/Defendants and SBBC. The West Encroachment includes both upland (above water) and submerged land along the South edge of the SBBC property where the school abuts the New River.

The Office of the General Counsel engaged litigation Cadre Counsel, the Soto Law Group (“Soto”), to provide a legal opinion and options for consideration by District administration for both the West Encroachment and a similar encroachment upon the Southeast corner of New River Middle School’s property. Mr. Soto was directed by District administration to issue both encroaching property owners letters demanding that they cease use of the encroached property, remove the docks and return the seawalls to their prior state, or alternatively, that SBBC would be willing to consider the sale of the encroached properties. The letter, which provided the recipients 30 days to accept the offer of sale, was rejected by the encroaching Homeowners/Defendants.

Through settlement negotiations, Homeowners/Defendants agreed to pay SBBC \$40,000 to purchase the upland (above water) portion of the encroachment. SBBC is not conveying any of its interest in the submerged lands that the dock(s) are situated on and above. Homeowners/Defendants and its successors shall be entitled to use and maintain the existing dock(s) and pilings located on the property and SBBC’s submerged land and Homeowners/Defendants agree that they will not increase the size and/or footprint of the docks and pilings as same exist as of the date of this agreement. The restrictive covenants pertaining to the continuing ability to use the dock and pilings is set forth within the Quit Claim Deed.

Further, Homeowners/Defendants shall indemnify and hold harmless SBBC, its members, officers, employees and agents from and against any and all liability, claims, causes of action, lawsuits, losses, damage, cost expense and fees that arise from and/or relate to Homeowners’/Defendants’ use or operation of the subject dock, vessels and/or use of the subject real property, including without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property. This indemnification obligation specifically includes, but is not limited to, damages caused by dumping, discharge or release of any hazardous waste, chemicals gases, or liquids or the like, by Homeowners/Defendants, its invitees and/or lessee’s, or other vessels docked at Defendants seawall and/or dock.

SBBC’s Cadre Counsel, Oscar Soto and Felena Talbott, with the concurrence of District staff and the General Counsel’s Office, recommend approval of the Settlement Agreement as a fair, reasonable and cost-effective resolution of the dispute between the parties.

End of Document

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by The School Board of Broward County, Florida ("School Board") and Jonathan P. Strang and Kenneth L. Caccavale (Home Owners) on 10th day of December 2019.

WHEREAS, the School Board owns the real property located at 3100 Riverland Road, Fort Lauderdale, Florida. New River Middle School, a Marine Magnet School is located on the property.

WHEREAS, Home Owners own the real property located at 2518 Andros Lane, Fort Lauderdale, Florida, 33312 and 2524 Andros Lane, Fort Lauderdale Florida, 33312. Home Owners properties abut portions of the School Board property on the West side.

WHEREAS, this matter arises from the School Board alleging portions of Home Owners docks are encroaching upon the School Boards property.

WHEREAS, the School Board has made monetary claims against Home Owners and have demanded removal of the encroachments.

WHEREAS, the School Board and Home Owners have agreed to resolve all claims asserted in a case styled: *The School Board of Broward County, Florida v. Jonathan P. Strang and Kenneth L. Caccavale, CASE NO: 16-017814 (04)*.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. The Home Owners will pay the sum of Forty Thousand Dollars (\$40,000.00) to the School Board within thirty (30) days of approval and execution of this agreement by the School Board, which amount represents a compromised sum as full and final payment of the claims made by the School Board.

3. The School Board will deliver to Home Owners a Quit Claim Deed conveying the School Board's interest in the upland encroachment area to the Home Owners. The upland being conveyed is more particularly described as:

See Exhibit A attached hereto, Legal Description and Sketch prepared by Robert Krysac of Keith & Schnars.

4. The School Board is not conveying any of its interest in the submerged lands the docks are situated on and/or above above. The Quit Claim is attached hereto as Exhibit "B" and is incorporated into this settlement agreement as if fully set forth herein.

5. The Home Owners agree as that they will not increase the size and/or foot print of the docks located on the property and the School Board's submerged land. The Home Owners further agree that its successors in interests, heirs, legal representatives, agents and assigns will be bound by this agreement and will not increase the size and/or foot print of the docks located on the property and the School Board's submerged land. The limitations as to the size and footprint of the docks as set forth herein is a covenant running with the land and shall bind Home Owners, their heirs, successors in interest, legal representatives, agents and assigns.

6. The Home Owners will be able to use and maintain the docks, pilings and seawalls and the School Board, its successors, heirs, representatives, agents and assigns will not interfere with the use and maintenance of same.

7. For valuable consideration given and received within this Settlement Agreement, Home Owner's hereby agree, to indemnify and hold harmless The School Board of Broward County, Florida, its' members, officers, employees and agents (herein after "Indemnitees") to the fullest extent provided by Florida law, from and against any and all liability, claims, causes of action, lawsuits, losses, damage, cost expense and fees incurred by "Indemnitees" that arise from and/or

relate to Home Owner's use or operation of the subject dock, vessels and/or use of the subject real property, including without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property.

This indemnification obligation specifically includes, but is not limited to damages incurred by "Indemnitees" caused by dumping, discharge or release of any hazardous waste, chemicals, gases, or liquids or the like, by Home Owner's, its invitees and/or lessee's, or other vessels docked at Home Owner's seawall and/or dock.

8. Upon payment and delivery of and recordation of the Quit Claim Deed, the parties will file a Joint Stipulation for Dismissal with Prejudice of all set forth in a case styled, *The School Board of Broward County, Florida v. Jonathan P. Strang and Kenneth L. Caccavale, CASE NO: 16-017814 (04)*.

9. In consideration of the undertakings described above, the parties release and forever discharge each other, together with their agents, representatives, present or former employees, officers, insurers, attorneys, predecessors, successors, assigns, heirs, executors, subsidiaries, parents and affiliates, and any of them, from any and all claims, liabilities, demands, obligations, costs, attorneys' fees, arising from the case styled, *The School Board of Broward County, Florida v. Jonathan P. Strang and Kenneth L. Caccavle, CASE NO: 16-017814 (04)*.

10. The SCHOOL BOARD and Home Owners agree to each bear their own attorney's fees and costs associated with this action.

11. **AUTHORITY PROVISION:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement

on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

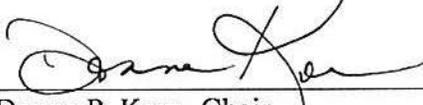
12. This Settlement Agreement contains the entire agreement between parties, and the terms of the agreement are contractual and not a mere recital. The parties agree that all prior negotiations and understandings between the parties have been merged herein and that this agreement may not be modified or changed, except by a writing signed by a duly authorized representative of each party.

13. Should either party bring an action to enforce the terms of this agreement, the prevailing party shall be entitled to attorney's fees and costs.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA



Donna P. Korn, Chair

ATTEST:



Robert W. Runcie, Superintendent of Schools

Approved as to form:



The School Board Attorney

JONATHAN P. STRANG

Jonathan P. Strang

ATTEST:

Kathryn Fearon
Witness Kathryn Fearon

STATE OF FLORIDA

COUNTY OF Broward

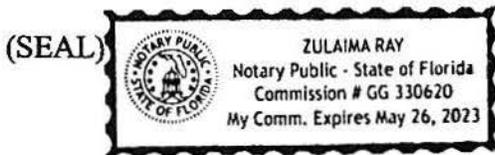
The foregoing instrument was acknowledged before me this 21 day of September, 2019, by JONATHAN P. STRANG. He is personally known to me or produced Florida Driver License as identification and did/did not first take an oath.

My Commission Expires: May 26 2023

Zulaima Ray
Signature-Notary Public

Zulaima Ray
Printed Name of Notary

66 330620
Notary's Commission No.



KENNETH L. CACCAVALE

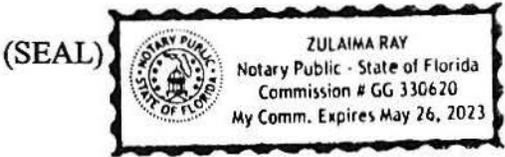
Kenneth L. Cacavale

ATTEST:

Kathryn Fearon
Witness Kathryn Fearon

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21 day
of September, 2019, by KENNETH L. CACCAVALE. He is personally known to me
or produced New York Driver license as identification and did/did not first take an oath.
My Commission Expires: May 26, 2023



Zulaima Ray
Signature-Notary Public

Zulaima Ray
Printed Name of Notary

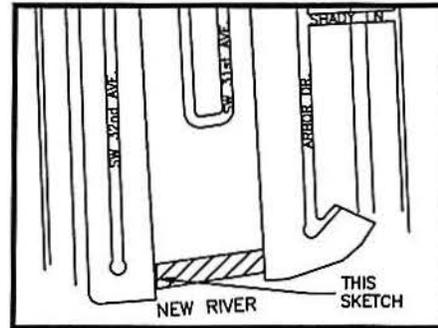
66 330620
Notary's Commission No.

EXHIBIT "A"

Legal Description of Property

LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- CLF CHAIN LINK FENCE
- LB LICENSED BUSINESS
- (P) PLAT
- P.B. PLAT BOOK
- PG. PAGE
- P.L.S. PROFESSIONAL LAND SURVEYOR
- P.O.B. POINT OF BEGINNING
- PVC POLYVINYL CHLORIDE
- SQ FT. SQUARE FEET
- TYP. TYPICAL
- WF WOOD FENCE



LOCATION SKETCH
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LOTS 20 AND 21, LYNN BROOK, AS RECORDED IN PLAT BOOK 44, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 21 OF SAID PLAT OF LYNN BROOK, THENCE NORTH 03°33'27" WEST ALONG THE WEST LINE OF LOTS 20 AND 21, A DISTANCE OF 85.47 FEET; THENCE SOUTH 79°07'18" EAST, A DISTANCE OF 10.63 FEET; THENCE SOUTH 00°10'37" WEST ALONG THE WETFACE OF THE 1.50 FEET CONCRETE SEAWALL A DISTANCE OF 82.56 FEET; THENCE SOUTH 81°17'59" WEST ALONG THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 4.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, AND CONTAINING 641 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF SOUTH 81°17'59" WEST ALONG THE SOUTH LINE OF SAID PLAT OF LYNN BROOK.
3. THIS IS NOT A BOUNDARY SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON MAY 01, 2019. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KCI TECHNOLOGIES, INC.
ENGINEERS-PLANNERS-SURVEYORS

BY: ROBERT K. KRISAK, P.L.S.
FLORIDA REGISTRATION NO. 4641

SEAWALL AREA

Z:\PROJECTS\18367.00_NEW_RIVER_MS\00\SURVEY\CAD\18367 NEW RIVER-SD.DWG

SKETCH AND DESCRIPTION

NEW RIVER MIDDLE SCHOOL
A PORTION OF LYNN BROOK, LOTS 20 &
21, P.B. 44, PG. 24, B.C.R.
CITY OF FORT LAUDERDALE,
BROWARD COUNTY, FL

DATE	5/1/2019
SCALE	AS SHOWN
FIELD BK.	1466
DWG. BY	AIB
CHK. BY	RKK

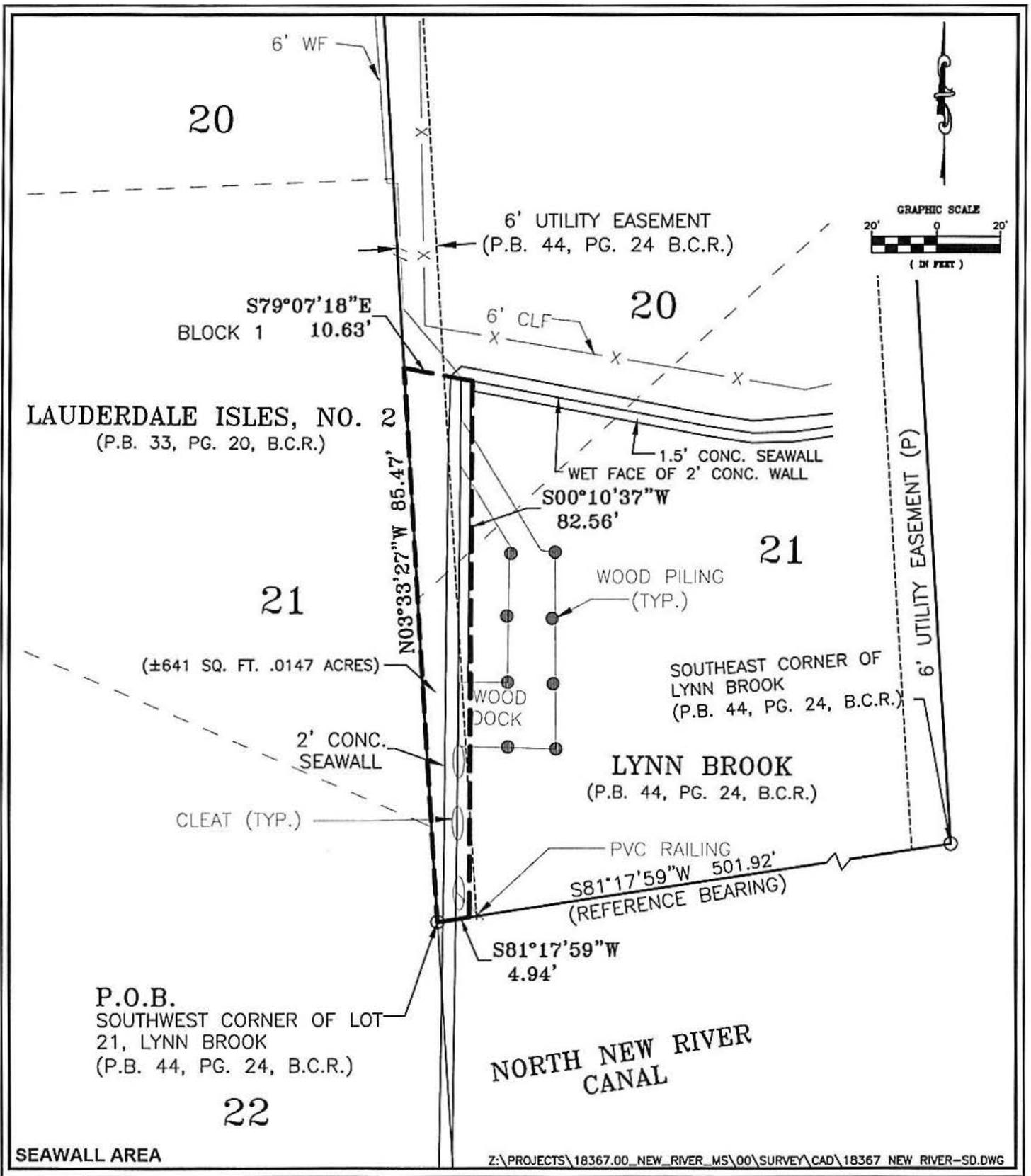
DATE	REVISIONS



ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309
954.776.1616 • www.kci.com
LICENSED BUSINESS NO. 1337

SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 18367.00



SKETCH AND DESCRIPTION NEW RIVER MIDDLE SCHOOL A PORTION OF LYNN BROOK, LOTS 20 & 21, P.B. 44, PG. 24, B.C.R. CITY OF FORT LAUDERDALE, BROWARD COUNTY, FL	DATE	5/1/2019	DATE	REVISIONS
	SCALE	AS SHOWN		
	FIELD BK.	1466		
	DWG. BY	AIB		
	CHK. BY	RKK		
 ENGINEERS PLANNERS SCIENTISTS CONSTRUCTION MANAGERS 6500 N. Andrews Avenue • Fort Lauderdale, FL 33309 954.776.1616 • www.kci.com LICENSED BUSINESS NO. 1337		SHEET NO. <u>2</u> OF <u>2</u> SHEETS PROJECT NO. <u>18367.00</u>		

EXHIBIT "B"

Quit Claim Deed

THIS INSTRUMENT PREPARED BY/
RECORD AND RETURN TO:

Robert L. Sader, Esq.
Robert L. Sader, P.A.
224 Commercial Blvd., Suite 310
Fort Lauderdale, FL 33308

Property Folio No: 5042 19 19 0010

QUIT-CLAIM DEED

THIS INDENTURE, made as of the _____ day of _____, 2019 by and between The School Board of Broward County, Florida (“Grantor”), whose post office address is 600 SE Third Avenue, Fort Lauderdale, Florida 33301-3125, and Kenneth L. Caccavale, a single man, and Johnathan P. Strang, a single man (“Grantees”), whose post office address is 2518 Andros Lane, Fort Lauderdale, FL 33312.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantees, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto Grantees forever, all of the right, title, interest, claim and demand which the Grantor has in and to the following described property, lying and being situate in the County of Broward, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
BY REFERENCE.

1. Restrictive Covenants. The School Board covenants and agrees that Grantees may continue to use of the area set forth on Exhibit “A” , including the docks, pilings and seawall currently constructed and in use by Grantees for docking vessels. The School Board covenants and agrees that it will not interfere with Grantees use, ingress or egress of the Docking Area. The School Board further acknowledges and agrees that Grantees and its heirs shall have the right to repair and/or replace the docks, pilings and seawall, but shall not have the right to enlarge the docks.
2. Restrictive Covenants. Grantees covenants and agrees that it will not increase and/or enlarge the size or footprint its docks or pilings from the size of same currently and as set forth in Exhibit A.

3. Covenant Running with the Land. The restrictive covenants, created in Paragraphs 1 and 2 above shall be a binding obligation on the School Board and Grantees, and their heirs, successors in interests, legal representatives, agents and assigns, from the date this Declaration of Restrictive Covenants is recorded in the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoove of the Grantee.

IN WITNESS WHEREOF, the said Grantor has signed this Quit Claim Deed the day and year first above written.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Mollie Copeland
Witness 1

by: Donna P. Korn
Donna P. Korn
Chair

MOLLIE COPELAND

Printed name

Betty McClary
Witness 2

BETTY MCCLARY

Printed name

ATTEST:

Robert W. Runcie

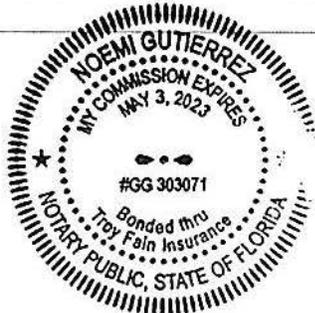
Robert W. Runcie
Superintendent of Schools

Approved as to form and legal content:

M. Amy
School Board Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of December, 2019 by Donna P. Korn, Chair of The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida, who _____ is personally known to me or who _____ has produced _____ for identification.



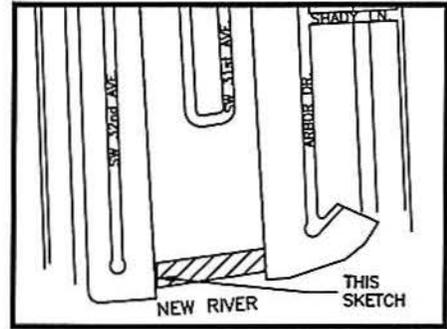
Noemi Gutierrez (SEAL)
My Commission Expires:
Notary Public

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- SQ FT. SQUARE FEET
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KCI TECHNOLOGIES, INC.
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BY: ROBERT K. KRISAK, P.L.S.
FLORIDA REGISTRATION NO. 4641

SEAWALL AREA

Z:\PROJECTS\18367.00_NEW_RIVER_MS\00\SURVEY\CAD\18367 NEW RIVER-SO.DWG

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A PORTION OF LYNN BROOK, LOTS 20 &
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BROWARD COUNTY, FL

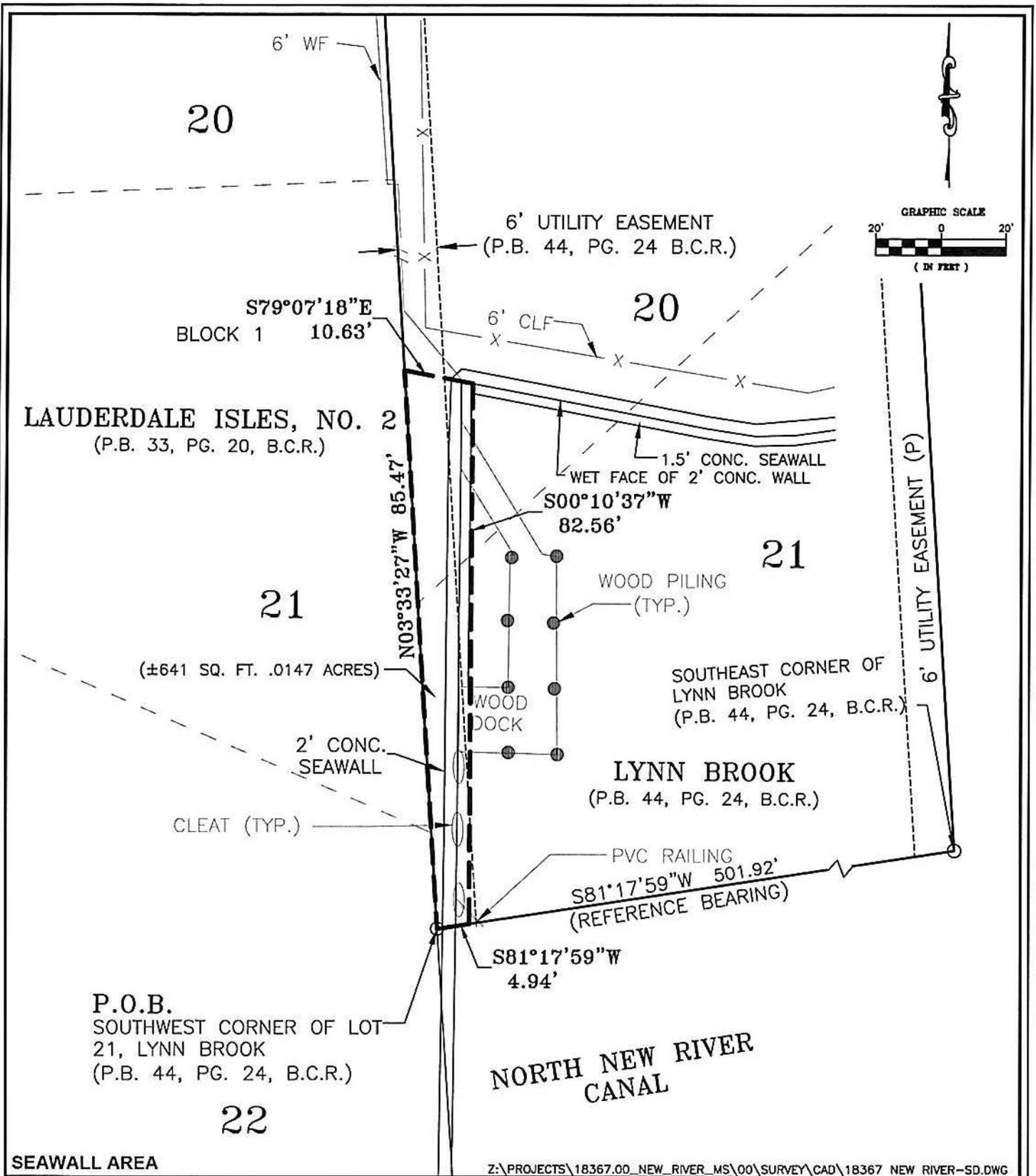
DATE 5/1/2019
SCALE AS SHOWN
FIELD BK. 1466
DWG. BY AIB
CHK. BY RKK

DATE	REVISIONS



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SHEET NO. 1 OF 2 SHEETS
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CHK. BY	RKK

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954.776.1616 • www.kci.com
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SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 18367.00