

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PERPETUAL ACCESS EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND TODD DUNLAP AND V. DENNIS WYNNE; PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

Summary: The City of Pompano Beach abandoned this portion of NE 9<sup>th</sup> Court (Ord 2014-63), immediately North of 1220 NE 9<sup>th</sup> Court. The property owners, Todd Dunlap and Dennis Wynne require an access agreement to legally utilize the previously abandoned right-of-way for ingress/egress.

- (1) Origin of request for this action: Commissioner Hardin
- (2) Primary staff contact: Daniel Keester/ Robin Bird Ext. 5541
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	1/28/2016	Approval	<i>[Signature]</i>
City Attorney	1/29/2016	✓	CAC: #2015-1396 <i>[Signature]</i>
Advisory Board			
<input checked="" type="checkbox"/> City Manager	<i>[Signature]</i>		<i>[Signature]</i>

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 <sup>st</sup> Reading	1 <sup>st</sup> Reading	Results:	Results:
2 <sup>nd</sup> Reading			





**City Attorney's Communication #2015-1396**  
August 10, 2015

**TO:** Daniel T. Keester, Planner  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution – Perpetual Access Easement

As requested in your memorandum to me of August 6, 2015, Development Services Memorandum No. 15-407, I have prepared and attached herewith a resolution captioned as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PERPETUAL ACCESS EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND TODD DUNLAP AND V. DENNIS WYNNE; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

---

GORDON B. LINN

/jrm  
l:cor/dev-srv/2015-1396

Attachment

RESOLUTION NO. 2016-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PERPETUAL ACCESS EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND TODD DUNLAP AND V. DENNIS WYNNE; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Todd Dunlap and V. Dennis Wynne, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Todd Dunlap and V. Dennis Wynne.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**

/jrm  
2/2/16 - 8/10/15  
l:reso/2015-443

**This Instrument Prepared by and**  
Return to: (enclose self-addressed stamped envelope)

**Name:** Tracy A. Lyons, Esq.

**Address:**  
City of Pompano Beach  
P. O. Box 2083  
Pompano Beach, Florida 33061

Parcel ID No. \_\_\_\_\_

**SPACE ABOVE THIS LINE FOR PROCESSING  
DATA**

**SPACE ABOVE THIS LINE FOR PROCESSING  
DATA**

**PERPETUAL ACCESS EASEMENT**

THIS PERPETUAL ACCESS EASEMENT ("Access Easement") is granted this \_\_\_\_ day of \_\_\_\_\_ 2016, by **CITY OF POMPAÑO BEACH**, a Florida municipal corporation, having an address at 100 East Atlantic Boulevard, Pompano Beach, Florida 33060 ("Grantor" or "City"), to **TODD DUNLAP**, a single man and **V. DENNIS WYNNE**, a single man, of 1220 NE 9<sup>th</sup> Court, Pompano Beach, Florida 33060 ("Grantee").

*(Wherever used herein, "Grantor" and "Grantee" shall include all parties to this instrument and their respective heirs, personal representatives, successors and assigns, including, but not limited to, mortgagees, invitees, purchasers at foreclosure and tenants.)*

**WITNESSETH:**

**WHEREAS**, Grantor and Grantee are the owners of adjacent parcels of certain real property located in Broward County, Florida ("County"); and

**WHEREAS**, Grantee desires to obtain from Grantor, and Grantor is willing to grant to Grantee, a perpetual access easement over, under, in, upon and across certain real property owned by Grantor.

**NOW, THEREFORE**, in consideration of TEN DOLLARS and 00/100 (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein.

2. Grant of Easement. Grantor hereby grants to Grantee, a perpetual non-exclusive access easement ("Easement") over, under, in, upon and across that certain real property owned by Grantor legally described on Exhibit A attached hereto and made a part hereof ("Easement Area") only for the purpose of vehicular and pedestrian traffic to and from Grantee's property, legally described in Exhibit "B."

3. Effective Date. The Easement granted herein shall become effective upon the recordation of this Easement Agreement amongst the Public Records of Broward County, Florida (the "Effective Date").

4. Reservation of Right. Grantor hereby reserves the right for itself, its successors and assigns, its employees, guests and invitees, to continue to use the Easement Area for any use and purpose, which is not inconsistent with and does not interfere with the rights granted to Grantee herein.

5. Indemnification. Grantee hereby indemnifies and saves Grantor, its successors and assigns, harmless from and against any and all liability, damage, expense, causes of action, suits, attorneys' fees, paralegal fees and court costs incurred by Grantor, its successors and assigns, including claims or judgments arising from personal injury, death, or property damage occurring in the Easement Area and arising out of the use thereof by Grantee, its contractors, employees, agents or others acting on behalf of Grantee, except to the extent such personal injury, death, or property damage arises out of the negligence of Grantor.

6. Notice. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address first set forth above or as otherwise designated in writing and delivered in accordance with the terms hereof. Each party agrees to provide to the other, upon thirty (30) days prior notice, a written statement confirming, to the best of such party's knowledge: (i) the status of this Easement Agreement and/or (ii) the presence or absence of any default hereunder.

7. Amendment. This Easement Agreement may not be modified, amended or terminated without the prior written approval of the parties hereto. No termination of this Easement Agreement, and no modification or amendment of this Easement Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by both of the parties.

8. Governing Law and Selection of Forum. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Palm Beach County, Florida.

9. Captions. The captions and paragraph headings contained in this Easement Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Easement Agreement, nor the intent of the provisions herein.

10. Counterparts. This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Easement Agreement.

11. Binding Effect. The covenants contained in this Easement Agreement shall run with the land and shall at all times benefit and bind the owner(s) of any portion of the Grantor's or Grantee's respective properties, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees, successors or assigns.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Easement Agreement on the day and year first above written.

WITNESSES:

**"GRANTOR":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"GRANTEE":**

Witnesses:

[Signature]  
Cory Mills  
Print Name

[Signature]  
DANIEL T. KEESTER  
Print Name

[Signature]  
TODD DUNLAP

[Signature]  
V. DENNIS WYNNE

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of DECEMBER, 2015, by TODD DUNLAP, a single man and V. DENNIS WYNNE, a single man, who are personally known to me or who have produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

RIPTON A. WALKER  
(Name of Acknowledger Typed, Printed or Stamped)

DEC. 06. 2017  
Commission Number

GBL/jrm  
8/10/15  
L:\agr\devsrv\2015-1391

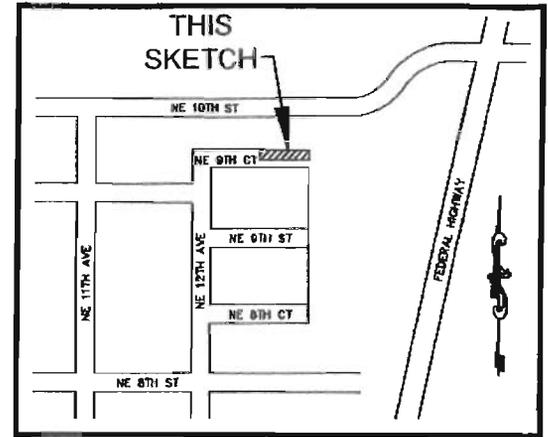
**EXHIBIT "A" TO ACCESS EASEMENT**  
**EASEMENT AREA/GRANTOR'S PROPERTY**

**LEGAL DESCRIPTION:**

A PORTION OF THAT PARTICULAR VACATED RIGHT-OF-WAY E. 7th STREET (NOW N.E. 9th COURT) AND SPRUCE AVENUE (NOW N.E. 13TH AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 51138, ON PAGE 1211 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 14, AMENDED PLAT OF PINE CREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 13 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID BLOCK 14, ITS EASTERLY EXTENSION AND ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211, NORTH 88°53'19" EAST, A DISTANCE OF 233.50 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID VACATED SPRUCE AVENUE AND THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211; THENCE, ALONG SAID EAST LINE, SOUTH 01°19'28" EAST, A DISTANCE OF 25.00 FEET; THENCE, DEPARTING SAID EAST LINE AND ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE AND SAID NORTH LINE, SOUTH 88°53'19" WEST, A DISTANCE OF 233.50 FEET TO A POINT ON THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211 AND A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 6; THENCE DEPARTING SAID PARALLEL LINE AND ALONG SAID WEST LINE AND SAID SOUTHERLY EXTENSION, NORTH 01°19'28" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 5837.50 SQUARE FEET MORE OR LESS.



**LOCATION MAP**  
NOT TO SCALE

**SURVEY NOTES:**

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARD OF PRACTICE (FORMERLY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE) TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°53'19" EAST ALONG THE SOUTH LINE OF BLOCK 14, AMENDED PLAT OF PINE CREST, AS RECORDED IN PLAT BOOK 7, ON PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 50' OR SMALLER.

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON APRIL 20, 2015 MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (FORMERLY MINIMUM TECHNICAL STANDARDS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

*Michael M. Mossey*  
MICHAEL M. MOSSEY  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION No. 5660  
STATE OF FLORIDA

**SKETCH & DESCRIPTION**

A PORTION OF VACATED  
N.E. 9TH COURT  
AND A PORTION OF VACATED  
SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA

**KEITH**  
ASSOCIATES, INC.

consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 07020.05 SKD.dwg

DATE 4/20/15

SCALE AS SHOWN

FIELD BK. N/A

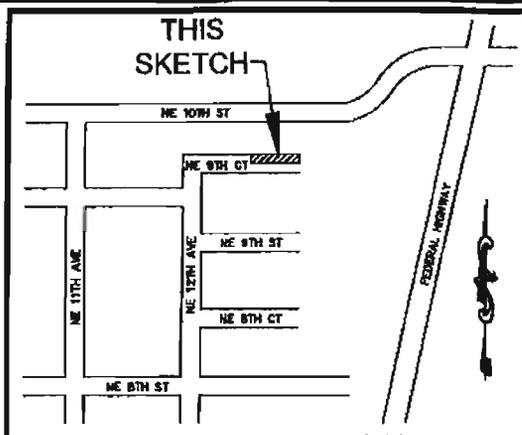
DWNG. BY S.M.

CHK. BY M.M.M.

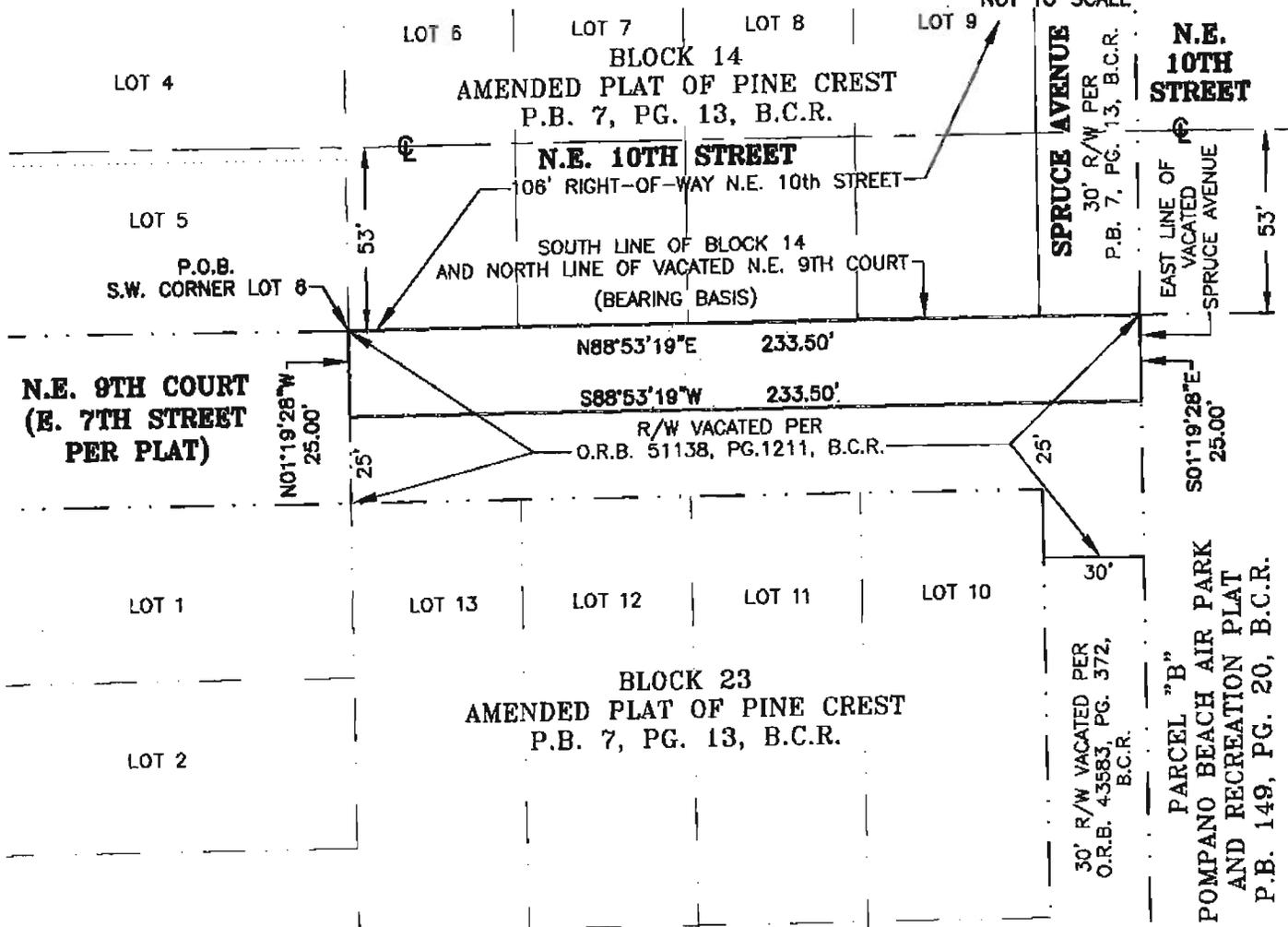
DATE	REVISIONS



SCALE: 1"=50'



LOCATION MAP  
NOT TO SCALE



**LEGEND:**

B.C.R. BROWARD COUNTY RECORDS  
 LB LICENSED BUSINESS  
 O.R.B. OFFICIAL RECORDS BOOK  
 P.B. PLAT BOOK

PG. PAGE  
 P.O.B. POINT OF BEGINNING  
 R/W RIGHT-OF-WAY  
 ☉ CENTERLINE

**SKETCH & DESCRIPTION**

A PORTION OF VACATED  
 N.E. 9TH COURT  
 AND A PORTION OF VACATED  
 SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA

**KEITH**  
 consulting engineers  
 301 EAST ATLANTIC BOULEVARD  
 POMPANO BEACH, FLORIDA 33060-6643  
 (954) 788-3400 FAX (954) 788-3500  
 EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2  
 DRAWING NO. 07020.05 SKD.dwg

DATE 4/20/15  
 SCALE AS SHOWN  
 FIELD BK. N/A  
 DWNG. BY S.M.  
 CHK. BY M.M.M.

DATE	REVISIONS

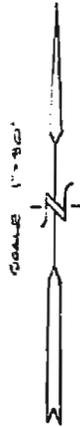
**EXHIBIT "B"**

**GRANTEE'S PROPERTY**

# EXHIBIT "B"

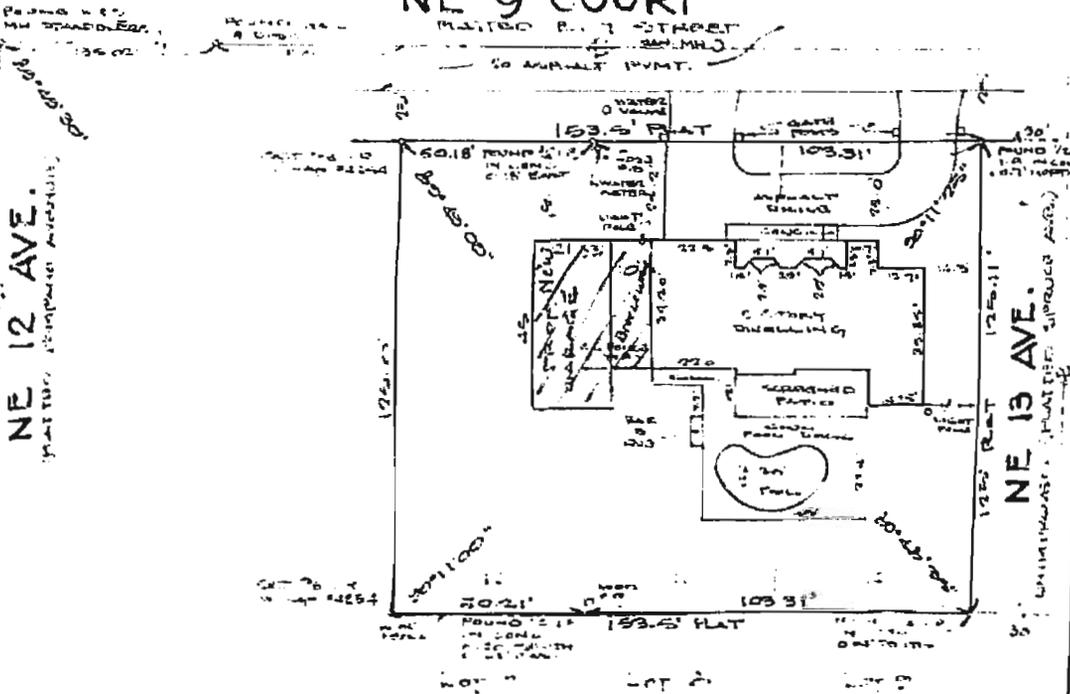
**SURVEY NOTES:**

1. Reproductions of this drawing are not valid unless signed and sealed with an embossed surveyors seal.
2. Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record.
3. The legal description hereon is based on the instrument of record.
4. No underground foundations or footers located.



## NE 9 COURT

AMENDED PLAT OF PINE CREST



**DESCRIPTION**

Lots 10, 11 & 12, Block 23, AMENDED PLAT OF PINE CREST, according to the plat thereof recorded in Plat Book 7, Page 13, of the Public Records of Broward County, Florida.

**CERTIFICATION**

I hereby certify that the attached Boundary Survey of the hereon described property is true and correct to the best of my knowledge and belief as survey in the field under my direction on January 25, 1988. I further certify that this survey meets the State of Florida, Minimum Technical Standards, Chapter 21HH-6 P.A.C. There are no above ground encroachments other than those shown hereon, subject to the qualifications noted hereon.

*Robert E. Perry*  
 Robert E. Perry, P.L.S.  
 Florida Reg. No. 4254

*Robert E. Perry, Inc.*

REGISTERED SURVEYORS  
 493 NW 83 AVENUE LAUDERHILL, FLA 33304  
 305-742-5841

REV. 2-88 ADD. PROJ. G.A.L.  
 REV. 1-88 26-27 LOT 3

23 No 10/2-1

# CITY OF POMPANO BEACH MAP



1 in = 250 ft

## ACCESS EASEMENT AGREEMENT

PREPARED BY:  
DEPARTMENT OF  
DEVELOPMENT SERVICES