

Meeting Date: February 9, 2016

Agenda Item 6

REQUESTED COMMISSION ACTION:

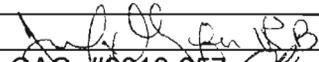
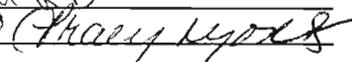
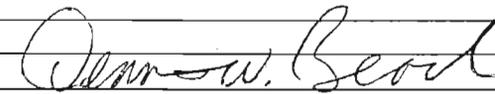
Consent Ordinance Resolution Consideration/Discussion Presentation

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 UTILITY EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND TODD DUNLAP AND DENNIS WYNNE, ACCEPTING A GRANT OF A PERPETUAL NON-EXCLUSIVE UTILITY EASEMENT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Summary: The City of Pompano Beach abandoned this portion of NE 9th Court (Ord 2014-63), immediately north of 1220 NE 9th Court. These property owners, Todd Dunlap and Dennis Wynne have volunteered a Utility Easement, so that the Utilities Department may legally access their water meter.

- (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	
City Attorney	1/29/2016	✓	CAC: #2016-357 
<input type="checkbox"/> Advisory Board			
<input checked="" type="checkbox"/> City Manager 			

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2016-357

December 7, 2015

TO: Daniel T. Keester, Planner
FROM: Carrie L. Sarver, Assistant City Attorney
RE: Resolution – Utility Easement

As requested in Development Services Memorandum No. 15-581, the above-referenced Easement has been prepared and is attached at this time along with the appropriate 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 UTILITY EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND TODD DUNLAP AND DENNIS WYNNE, ACCEPTING A GRANT OF A PERPETUAL NON-EXCLUSIVE UTILITY EASEMENT; PROVIDING AN EFFECTIVE DATE.

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

CARRIE L. SARVER

/jrm
l:cor/dev-srv/2016-357

Attachments

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 UTILITY EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND TODD DUNLAP AND DENNIS WYNNE, ACCEPTING A GRANT OF A PERPETUAL NON-EXCLUSIVE UTILITY EASEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Todd Dunlap and Dennis Wynne are the owners of a parcel of real property and have agreed to grant a perpetual non-exclusive utility easement to the City; and

WHEREAS, the City Commission has determined that the best interests of the public will be served by accepting and acquiring the rights being conveyed by the grant of easement; now, therefore,

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

SECTION 1. That the City of Pompano Beach accepts the grant of easement from Todd Dunlap and Dennis Wynne for the property described in said Easement Agreement, a copy of which is attached hereto and made a part hereof as if set forth in full, for the consideration of \$10.00. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Todd Dunlap and Dennis Wynne.

SECTION 2. That it is the determination of the City Commission of the City of Pompano Beach, Florida, that the acceptance and acquisition of the aforesaid property right is for a public purpose.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

TLS/jrm
12/7/15
l:reso/2016-68

Prepared by and return to:
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Easement") is made and executed this _____ day of _____, 2016, by Todd Dunlap and Dennis Wynne, individuals (the "Grantor"), having an address of 1220 NE 9th Court Pompano Beach, Florida, 33060, to the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of certain property situated in Broward County, Florida, (hereinafter referred to as "Property"); and

WHEREAS, Grantor desires to grant a non-exclusive utility easement in, on, over, under, through, and across the Property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

1. Grantor does hereby grant unto the Grantee, a perpetual non-exclusive utility easement to install, operate and maintain in perpetuity such utility facilities as may be necessary to provide utility services in, on, over, under, through, and across the Easement Area, with the full and free right of ingress and egress over the Easement Area and Grantor's adjoining property for the purpose of exercising the rights herein granted.

2. Grantee shall have the right and privilege from time to time to construct, reconstruct, improve, relocate, add to, enlarge, change pressure, as well as the size of, and to remove such utility facilities or any of them, together with the right to permit any other person, firm or corporation to any of the said facilities hereunder along with the right of ingress and egress to said Easement Area at all times.

3. Grantee shall have the right to keep the Easement Area cleared of obstructions and Grantee shall have the right to trim, cut and/or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions, which in the opinion of Grantee, might interfere or fall upon the said utility facilities.

4. Grantor shall not erect or permit the placement of any building, tree, above-ground or underground structures or any other obstructions within the Easement Area. If obstructions are placed in conflict with Grantee's utility facilities, Grantee shall have the right to remove any such obstruction(s) at Grantor's expense in exigent circumstances, but otherwise after thirty (30) days written notice to Grantor.

5. The Easement granted herein shall be binding upon the Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of Grantee, except as otherwise provided herein.

6. Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the remises in which the above described Easement Area is located, (b) that the Grantor has full right and lawful authority to grant and convey this Easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

7. All provisions, terms, and covenants of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers or representatives hereunto duly authorized, as of the day and year first above written.

"GRANTORS":

Witnesses:

Todd Dunlap & Dennis Wynne, individuals

Shawn Hanstein

BY: [Signature]

Shawn Hanstein
Print Name

Print Name: Dennis Wynne

Rayna McGee

BY: [Signature]

Rayna McGee
Print Name

Print Name: TODD DUNLAP

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of JANUARY 2016, by Dennis Wynne and Todd Dunlap, as individuals, who are known to me or who have produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Ripton A. Walker
NOTARY PUBLIC, STATE OF FLORIDA

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

FF44872
Commission Number

The foregoing Easement and all of its agreements, terms, conditions and representations are hereby accepted at Pompano Beach, Florida, this _____ day of _____, 2016.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of N.E. 9th Court and N.E. 13th Avenue, North and East of and adjacent to Lots 10, 11, 12 and 13, Block 23, AMENDED PLAT OF PINE CREST, according to the plat thereof, as recorded in Plat Book 7, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Beginning at the Northwest corner of said Lot 13; thence North 90° 00' 00" East, on the North line of said Lots 13, 12, 11 and 10, a distance of 203.50 feet to the northeast corner of said Lot 10; thence North 00° 10' 30" west, on the west line of vacated N.E. 13th Avenue and N.E. 9th Court), a distance of 25 feet; thence north 90° 00' 00" west, on the centerline of the former right-of-way line of N.E. 9th Court, a distance of 203.50 feet; thence south 00° 10' 30" East, on the northerly extension of the west line of said lot 13, a distance of 25.00 feet to the Point of Beginning.

Said Land situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing

CITY OF POMPANO BEACH MAP



Subject Site

UTILITY EASEMENT AGREEMENT

1 in = 250 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

