

REQUESTED COMMISSION ACTION:

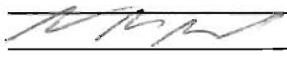
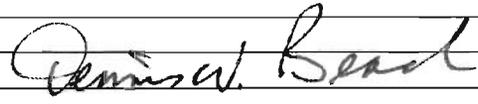
Consent  Ordinance  Resolution  Consideration/Discussion  Presentation

SHORT TITLE OR MOTION: THE CITY HAS RECEIVED A REQUEST TO CONSIDER DECLARING A PORTION OF CITY OWNED LAND AS SURPLUS. THE SUBJECT PROPERTY IS APPROXIMATELY 100 FEET EAST OF NE 12<sup>TH</sup> AVENUE AT THE TERMINUS OF NE 9<sup>TH</sup> COURT, POMPANO BEACH, FLORIDA.

**Summary of Purpose and Why:**

Summary: The City abandoned a portion of NE 9<sup>th</sup> Court, via Ordinance 2014-63. Subsequent to the abandonment, the north portion of NE 9<sup>th</sup> Court was returned to the City, and the south portion of NE 9<sup>th</sup> Court was granted to the applicant (the former property owner of 1220 NE 9<sup>th</sup> Ct). The City portion of the abandoned right-of-way was once put out to surplus; however, both bids were rejected. The current property owner is requesting the City to reconsider the sale of the City owned property, in accordance with the provisions of the City Charter. Section 253 of the Pompano Beach Charter determines the process for the sale of surplus properties. The only improvements located on the above-described property is an abandoned asphalt road. The abandoned roadway has an access agreement between the City and the property owner, which was executed by resolution 2016-106. The parcel was formerly right-of-way. Staff is seeking direction from the City Commission on how to proceed with the request. If recommended to proceed with advertising the property as surplus, this portion of City property will be out for public bid (in which case bids will be collected and distributed at a City Commission Meeting yet to be determined).

- (1) Origin of request for this action: Thomas W. Johnston, Esq (954)942-6633
- (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
<u>Dev. Svcs</u>	<u>6/6/2016</u>	<u>Approval</u>	
<u>Advisory Board</u>			
<input checked="" type="checkbox"/> City Manager			

**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 OF POMPANO BEACH MAP



**Subject Site**

**AERIAL**

1 in = 250 ft

PREPARED BY:  
DEPARTMENT OF  
DEVELOPMENT SERVICES



# JOHNSTON & METEVIA, P.A.

---

2335 E. Atlantic Blvd. Suite 301 • Pompano Beach, FL 33062  
(954) 942-6633 • fax (954) 942-3958 • www.JohnstonAndMetevia.com

THOMAS W. JOHNSTON, Esq.  
tjwm1@aol.com

May 25, 2016

WHITNEY ANNE METEVIA, Esq.  
wmetevia@earthlink.net

Robin M. Bird  
Development Services Director  
City of Pompano Beach  
100 W. Atlantic Blvd., 3<sup>rd</sup> floor  
Pompano Beach, FL 33060

Re: Request to sell surplus City property in front of 1220 NE 9<sup>th</sup> Court (north ½ of NE 9<sup>th</sup> Court)

Dear Mr. Bird:

Several weeks ago you were so kind as to meet with our client the Reverend Ken Kerrigan of Calvary Chapel Pompano Beach concerning the fact the Chapel has acquired the property at 1220 NE 9<sup>th</sup> Court, and they are requesting the City sell as surplus, the north ½ of NE 9<sup>th</sup> Court.

As we know historically from the attached email from Daniel Keester, who was kind to prepare that recitation, the City abandon all of NE 9<sup>th</sup> Court in 2014 by Ordinance 2014-63, and the south ½ of NE 9<sup>th</sup> Court went to the property now owned by the Chapel on the south side, and the other ½ of the north side went to the City.

The previous owner requested the City declare the property surplus, and it was declared surplus by the City Commission, and was advertised for sale but when bids were opened on July 14, 2015, the bids were rejected.

As you know, our client has purchased this property at 1220 NE 9<sup>th</sup> Court to use as a parsonage (not to establish a church) and wants to make for safety reasons and other good reasons, all of NE 9<sup>th</sup> Court a private drive, and regulate travel thereon as people are constantly using that street, and it dead ends into Four Fields, and its usage has become a bit of a nightmare.

Your fine suggestion that the property be unified under one ownership and treated as a private drive, is an excellent one, and today Rev. Kerrigan and I met with City Manager Dennis Beach who reviewed Mr. Keester's memo and the history of this issue, together with a fresh survey, and agreed with us the north ½ of NE 9<sup>th</sup> Court should be relisted as soon as possible as surplus for sale.

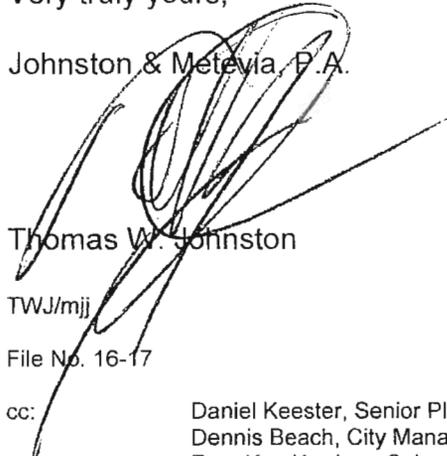
Our client plans on being a bidder, and the successful bidder for the property for the above stated purposes.

Please contact the City Manager and put forward this item to be once again declared surplus (it may not need to be declared surplus since it already was a year ago, you might want to check with City Attorney Mark Berman) and please have it advertised for sale. Please also notice our client when that occurs.

If you have any questions, please contact me. Thank you for your good service.

Very truly yours,

Johnston & Metevia, P.A.

A large, stylized handwritten signature in black ink, appearing to read 'Thomas W. Johnston', is written over the typed name and extends upwards into the 'Very truly yours,' line.

Thomas W. Johnston

TWJ/mjj

File No. 16-17

cc: Daniel Keester, Senior Planner  
Dennis Beach, City Manager  
Rev. Ken Kerrigan Calvary Chapel

Enclosure: email  
survey



Names of Commrs.	M	S	Y	V	V
<b>ROLL CALL</b>					
Dockswell					X
Hardin	X		X		
Moss			X		
Phillips			X		
Burrie		X	X		
Fisher			X		

**CITY COMMISSION MEETING MINUTES                      JULY 14, 2015**

**PAGE 64**

**REGULAR ITEMS – CONTINUED**

Otis Thomas, General Services Director, stated that the City did an outreach on this particular project. Local businesses in the City of Pompano Beach were contacted and only two responses were received.

Comr. Phillips is not sure why more businesses did not respond as there are several persons that he is aware of that could perform the work for this project. Therefore, he suggested that staff double their efforts in this regard, as he has a problem with the City spending so much money and not utilizing the local businesses.

**TIME 03:44:39                      ITEM 36**

Consideration and review of sealed written bids for the purchase of the following property declared surplus. The subject property is approximately 100 feet east of NE 12th Avenue at the terminus of NE 9th Court, Pompano Beach, Florida.

**MOTION:** To reject the two bids submitted.

Asceleta Hammond, City Clerk announced that two bids were received.

The first bid was for \$200 accompanied with a 10% Deposit Cashier's Check of \$25, from Dennis Wynn, 1220 Northeast 9th Court, Pompano Beach, FL.

The second bid was for \$700 accompanied with a 10% Deposit Cash of \$70, from Patrick Fitzgibbon, 4044 Southwest 5<sup>th</sup> Street, Plantation, FL.

Gordon B. Linn, City Attorney advised that the City Commission could reject all bids or take the best bid.



RESOLUTION NO. 2016- 106

**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.

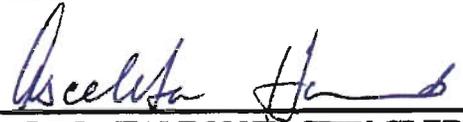
**SECTION 2.** That the proper officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Todd Dunlap and V. Dennis Wynne.

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

**PASSED AND ADOPTED** this 9th day of February, 2016.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

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

Orig. 5

INSTR # 113569116  
Recorded 03/14/16 12:32:26 PM  
Broward County Commission  
Doc-D: \$0 70  
Deputy Clerk 3110  
#1, 10 Pages

**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 16 day of February 2016, by **CITY OF POMPANO 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**

Betty J. Mann

By: [Signature]  
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond  
ASCELETA HAMMOND, CITY CLERK

(SEAL)



Approved by:

[Signature]  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 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:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

**"GRANTEE":**

Witnesses:

[Signature]

Cory Mills  
Print Name

[Signature]

DANIEL T. KEESTER  
Print Name

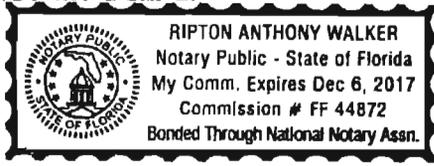
[Signature]  
TODD DUNLAP

[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

OBL/jrm  
8/10/15  
L.:agr/kevsrv/2015-1391

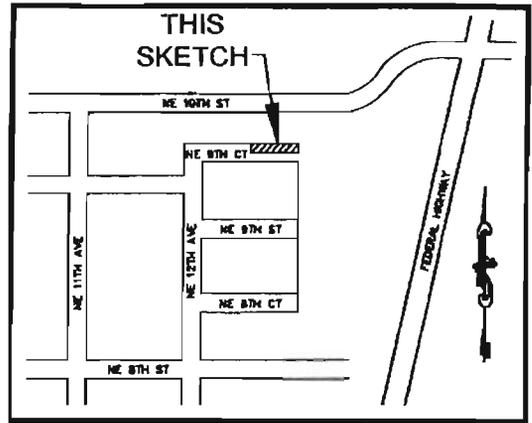
**EXHIBIT "A" TO ACCESS EASEMENT**  
**EASEMENT AREA/GRANTOR'S PROPERTY**

**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



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

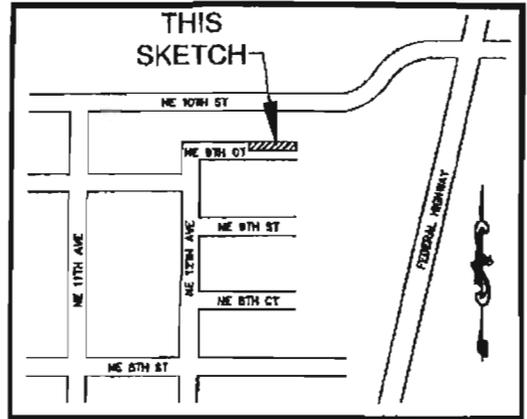
SHEET 1 OF 2  
DRAWING NO. 07020.05 SKD.dwg

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

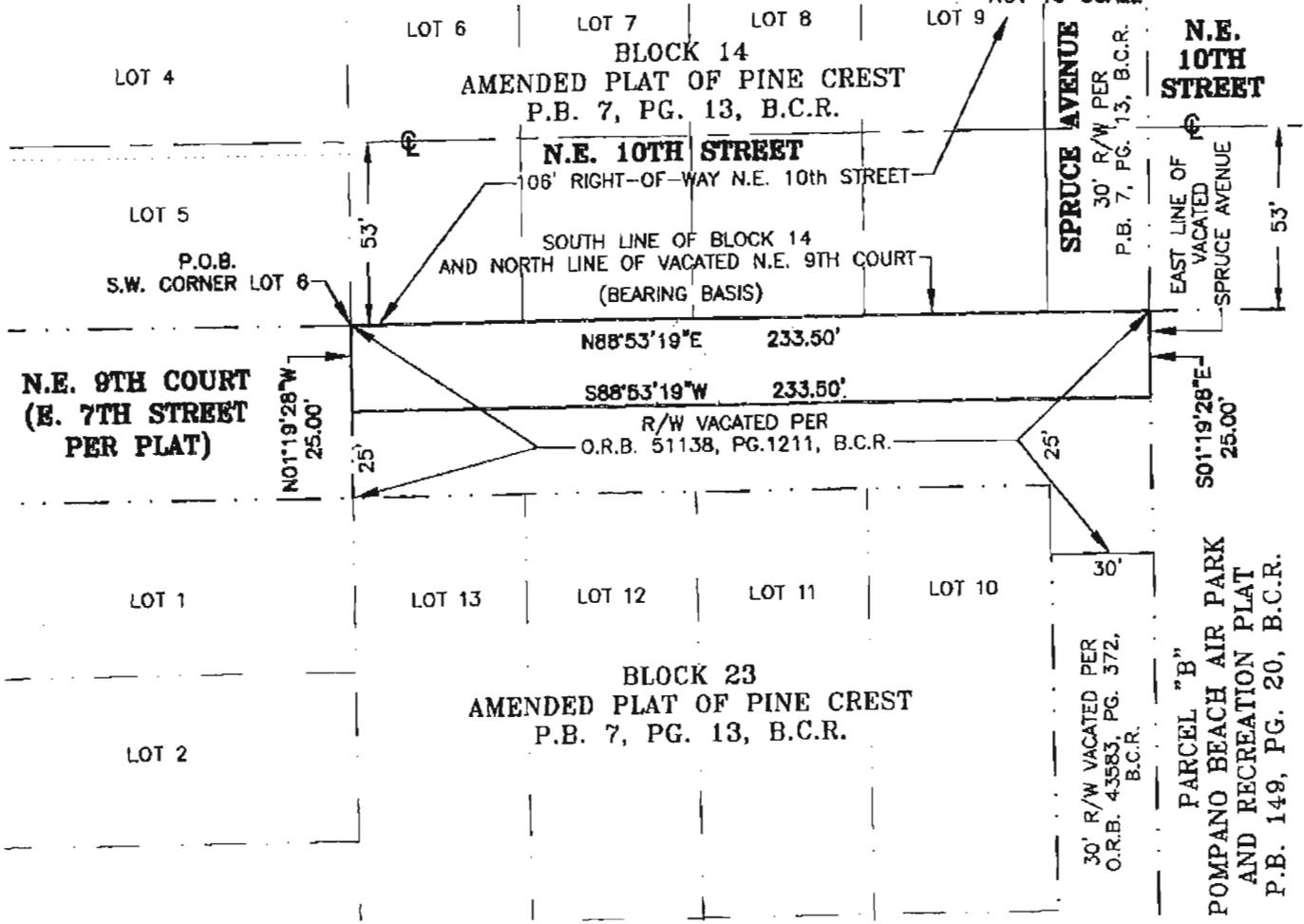
DATE	REVISIONS



SCALE: 1"=50'



LOCATION MAP  
NOT TO SCALE.



**LEGEND:**

- |        |                        |        |                    |
|--------|------------------------|--------|--------------------|
| B.C.R. | BROWARD COUNTY RECORDS | PG.    | PAGE               |
| LB     | LICENSED BUSINESS      | P.O.B. | POINT OF BEGINNING |
| O.R.B. | OFFICIAL RECORDS BOOK  | R/W    | RIGHT-OF-WAY       |
| P.B.   | PLAT BOOK              | ☉      | CENTERLINE         |

**SKETCH & DESCRIPTION**

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

POMPANO BEACH BROWARD COUNTY FLORIDA



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  
DWG. BY S.M.  
CHK. BY M.M.M.

DATE	REVISIONS

**EXHIBIT "B"**

**GRANTEE'S PROPERTY**

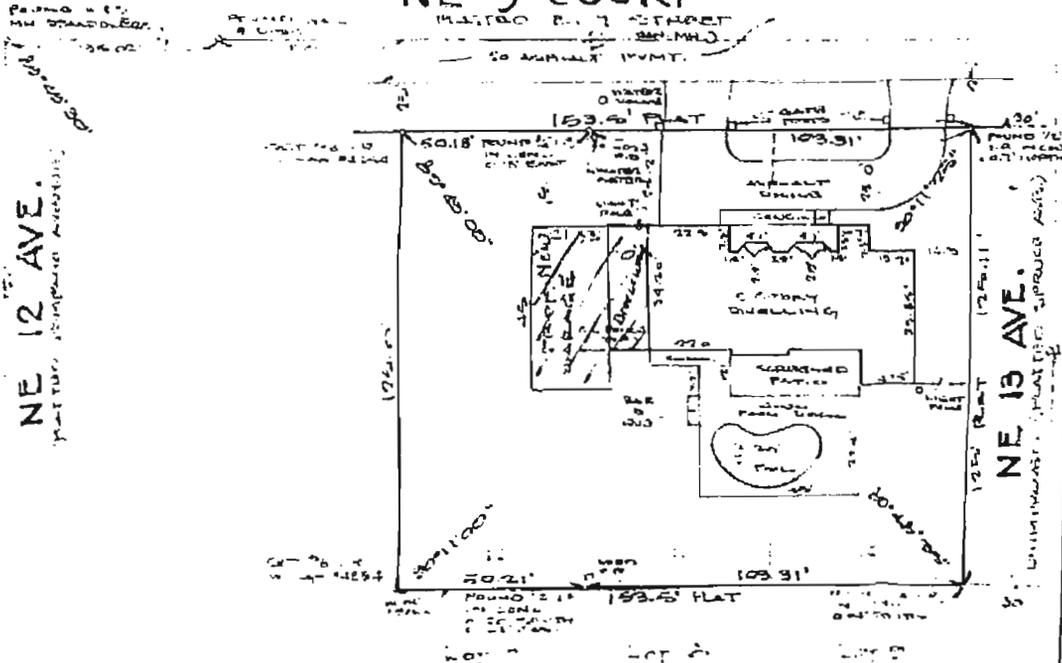
# EXHIBIT "B"

**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



**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 15, 1988. I further certify that this survey meets the State of Florida, Minimum Technical Standards, Chapter 21RH-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.*

493 NW 83 AVENUE LAUDERHILL, FLA 33351  
 305-742-5841

REV. 1 - 1/88 ADD. PROJ. GAR.  
 REV. 2 - 1/88 COR. - 12/11/88 LOT 10

NO 10/12/88

01111 27

ORDINANCE NO. 2014- 63

INSTR # 112564095  
OR BK 51138 Pages 1211 - 1214  
RECORDED 10/02/14 11:49:53 AM  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 2085  
#1. 4 Pages

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

**AN ORDINANCE ABANDONING A CERTAIN PORTION  
OF THE RIGHT-OF-WAY FOR NE 9<sup>TH</sup> COURT AND FOR  
NE 13<sup>TH</sup> AVENUE LYING AT THE JUNCTION OF SAID  
STREETS; PROVIDING FOR SEVERABILITY;  
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; and

WHEREAS, the City Commission has received a request for the abandonment of a portion of the right-of-way for NE 9<sup>th</sup> Court and for NE 13<sup>th</sup> Avenue; and

WHEREAS, the Planning and Zoning Board has made its recommendation upon said request; now, therefore,

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

**SECTION 1.** It is hereby found and determined by the City Commission that the public health, welfare, safety and necessity no longer require retention of any interest by the public in that certain portion of the right-of-ways as more fully described below.

**SECTION 2.** It is hereby further found and determined that abandonment and vacation of that certain portion of the right-of-ways will not have a detrimental effect upon the surrounding property or area.

**SECTION 3.** That the City of Pompano Beach does hereby abandon and vacate the following described right-of-ways:

See Attachment "A" attached hereto and incorporated herein as if set forth in full.

**SECTION 4.** That the City Clerk is hereby instructed to record this Ordinance in the Public Records of Broward County, Florida.

**SECTION 5.** If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 6.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 9th day of September, 2014.

**PASSED SECOND READING** this 23rd day of September, 2014.



**MARY L. CHAMBERS, CITY CLERK**

  
**LAMAR FISHER, MAYOR**

GBL/jrm  
6/25/14  
L:ord/2014-313

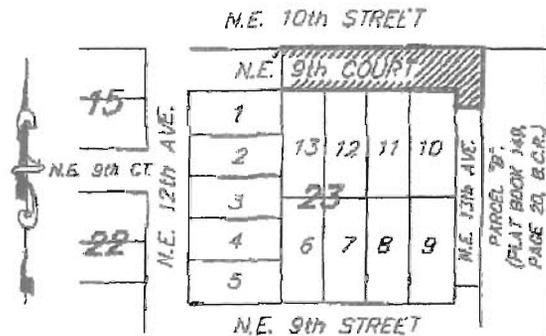


### McLAUGHLIN ENGINEERING COMPANY LB#285

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA  
33301 PHONE (954) 763-7611 \* FAX (954) 763-7615

## EXHIBIT "A" Page 1 of 2

### SKETCH AND DESCRIPTION TO ACCOMPANY VACATION PETITION A PORTION OF 9TH COURT AMENDED PLAT OF PINE CREST (PLAT BOOK 7, PAGE 13, B.C.R.) PAGE 1 OF 2 PAGES



**BLOCK PLAN  
NOT TO SCALE**

#### 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 South 00°10'30" East, on the East line of said Lot 10, a distance of 20.00 feet; thence North 90°00'00" East, on the North line of vacated N.E. 13th Avenue, as recorded in Official Records Book 43583, Page 372, of the public records of Broward County, Florida, a distance of 30.00 feet; thence North 00°10'30" West, on the East line of N.E. 13th Avenue and N.E. 9th Court, a distance of 70.00 feet; thence North 90°00'00" West, on the North right-of-way line of N.E. 9th Court (50 foot right-of-way), being the South right-of-way line of N.E. 10th Street (106 foot right-of-way), a distance of 233.50 feet; thence South 00°10'30" East, on the Northerly extension of the West line of said lot 13, a distance of 50.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 12,275 square feet or 0.2818 acres more or less.

#### CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 12th day of February, 2013. Proposed turn around added this 31st day of October, 2013.

McLAUGHLIN ENGINEERING COMPANY

*J. M. McLaughlin Jr.*  
JAMES M. McLAUGHLIN JR.  
Registered Land Surveyor No. 4497  
State of Florida.

#### NOTES

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the North line of said Lots 10 to 13, as North 90°00'00" East.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMj

JOB ORDER NO. U-7901

CHECKED BY: \_\_\_\_\_

C:\JMMj\2013\U7901 (VACATION)



