



AGENDA ITEM MEMORADUM

Development Services

Linda Connors

Department

Town Planner *LC*

COMMISSION MEETING DATE (*) - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> April 24, 2012	April 13, 2012

*Subject to Change

- Presentation Reports Consent Ordinance
- Resolution** Quasi-Judicial Old Business New Business

FY2011 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC

SUBJECT TITLE: Resolution 2012-20 Vacating an Easement and Approving an Alternative Easement on the property located at 6002 North Ocean Boulevard (Sea Watch).

EXPLANATION: In the 1971, Broward County purchased an easement at the Sea Watch property as a result of a takings lawsuit. When the Town annexed the unincorporated area in 2001, Broward County recorded a quick claim deed which transferred the easement to the Town. In 2007, the Town constructed a sidewalk to improve access from AIA to the beach at this location. It was at this time that the Town realized that the historical usage of the property allowing access to the beach on the north boundary of the property did not match the location of the Town's easement, which is located on the south boundary of the property. The prior administration initiated the paperwork to correct this issue but we discovered that it was never finalized.

The Town Attorney prepared a Resolution and easement documents that would release the original easement and dedicate a new easement in the location of the existing beach access sidewalk. This work was completed last July and, over the past several months, staff has been working with the property owner to finalize the documents and secure his signature. The documents are now properly executed by the owner.

The proposed Resolution 2012-20 (**Exhibit 1**) vacates an existing 10' beach access easement located on the southern boundary of the Sea Watch property and creates a 10' beach access easement on the northern boundary of the property. This action will ensure that the Town's easement reflects the location of the sidewalk that provides residents and visitors beach access at the Sea Watch location (6002 North Ocean Drive).

RECOMMENDATION: Staff recommends approval of Resolution 2012-20.

EXHIBIT 1: Resolution 2012-20

Resolution Prepared by Town Attorney
 Yes No

Town Manager Initials *LC*

RESOLUTION NO. 2012-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REQUEST TO VACATE THAT CERTAIN BEACH ACCESS EASEMENT AS LEGALLY DESCRIBED IN EXHIBIT "A;" ACCEPTING AS A SUBSTITUTE THAT CERTAIN BEACH ACCESS EASEMENT AS LEGALLY DESCRIBED IN EXHIBIT "B;" PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the requirements set forth in Section 17-13.-"Vacating or abandoning streets, alleys or other dedicated property" of the Lauderdale-By-The-Sea, Florida, Code of Ordinances (the "Code"), James P. Edmondson (the "Applicant") has applied to the Town of Lauderdale-By-The-Sea (the "Town"), for approval to vacate that certain beach access easement as shown on the attached Exhibit "A" (the "Prior Easement") and substitute it for another easement located north of the Prior Easement; and

WHEREAS, in conjunction with the vacation of the Prior Easement, the Applicant desires to grant to the Town a substitute beach access easement to replace the Prior Easement as shown on the attached Exhibit "B" (the "New Easement"); and

WHEREAS, the Town Commission finds that vacation of the Prior Easement and acceptance of the New Easement by the Town is in the best interest of the Town and the public for providing beach access within the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

SECTION 1. Approval of the Vacation. Pursuant to the requirements set forth in Section 17-13.-“Vacating or abandoning streets, alleys or other dedicated property.” of the Lauderdale-By-The-Sea, Florida Code of Ordinances (the “Code”), the requested vacation, as shown on the attached Exhibit “A,” is hereby approved.

SECTION 2. Acceptance of the New Easement. The dedication by Applicant of a substitute beach access easement to replace the Prior Easement as shown on the attached Exhibit “B” (the “New Easement”) is hereby accepted.

SECTION 3. Recording. The Town, or the Applicant if so requested by the Town Clerk, shall record this Resolution at the Applicant’s sole expense in the Public Records of Broward County, Florida.

SECTION 4. Conflict. All resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This resolution shall become effective upon passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2012.

MAYOR ROSEANN MINNET

ATTEST:

June White, Town Clerk, CMC

Approved as to form:

Susan L. Trevarthen, Town Attorney

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

John J. Kendrick III, Esq.
**WEISS SEROTA HELFMAN
PASTORIZA COLE & BONSIKE, P.L.**
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301
(954) 763-4242

For Recording Purposes Only

EASEMENT

²⁰¹²~~2011~~ **THIS EASEMENT** (this "Easement") is made this 6th day of April,
by JAMES P. EDMONDSON, having an address at 6002 N Ocean Boulevard, Lauderdale-
By-The-Sea, Florida 33308 (hereinafter referred to as the "GRANTOR"), to and in favor of the
TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipal corporation, having an address at
4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308 (hereinafter referred to as the
"GRANTEE").

RECITALS:

GRANTOR owns fee simple title to certain real property located in Broward
County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference
made a part hereof (the "Property").

GRANTOR desires to grant to GRANTEE an easement for beach access purposes
to the general public as well as ingress and egress in, over, under, upon and through that portion of
the Property as more particularly described in Exhibit "B" attached hereto and by this reference
made a part hereof (the "Easement"), for the purpose of general public beach access, subject to the
terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and 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 grants and conveys to GRANTEE a non-
exclusive, perpetual easement over, under, upon and through the Property of the nature and
character and to the extent hereinafter set forth.

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement.** GRANTOR does hereby grant and convey to the GRANTEE a non-exclusive, perpetual easement for the purpose of general public beach access in, over, under, upon and through the Easement with full rights and ingress and egress and authority to enter upon and excavate the Property in order to install, construct, reconstruct, replace, improve, remove, inspect, repair and maintain such work. *See Below

3. **Improvements and Restoration.** In the event GRANTEE exercises its rights as set forth in Section 2 hereof, GRANTEE shall, subject to the work described in Section 2, restore the Property and any improvements thereon to their prior existing condition at no cost or expense to GRANTOR unless such restoration is required due to the acts or omissions of GRANTOR. GRANTEE shall use its best efforts to minimize any impacts to GRANTOR's ongoing activities on the Property in exercising its rights hereunder.

4. **Warranties and Representations.** GRANTOR does hereby covenant with the GRANTEE, that (a) it is lawfully seized and possessed of the Property; (b) it has good and lawful right to enter into this Easement and convey said easement; and (c) all applicable corporate, partnership, trust or other required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTOR's execution and delivery of this Easement.

5. **Covenants Running with the Land.** This Easement, and the rights and interests created herein, shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

6. **Rights Reserved.** The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. GRANTOR shall have the right to use the Property, or any portion thereof, or any property of GRANTOR adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of GRANTEE, including, but not limited to, the right to keep and maintain any existing improvements which may be located on the Property on the date hereof; provided, however, in the event any such improvements are removed, demolished, and/or substantially damaged by fire or casualty, the GRANTOR shall not be entitled to reinstall or reconstruct such improvement within the Property without the express written authorization of GRANTEE.

7. **Miscellaneous.** This Easement shall be construed under the laws of the State of Florida. GRANTEE may, at GRANTEE's cost and expense, record this Easement and any amendments hereto in the Public Records of Broward County, Florida. This Easement may only be modified, supplemented or revised in writing signed by the parties, or their successors or assigns,

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*Continuation of #2 above: In the event GRANTEE fails to maintain Easement including weed control, leaf removal and tree trimming, following 30 days written notice from GRANTOR, GRANTOR shall perform maintenance items at GRANTEE's sole expense.

and any modification shall be effective only upon recordation in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

WITNESSES:

GRANTOR:

Rafael Cruz
Print Name: RAFAEL CRUZ

James P. Edmondson
JAMES P. EDMONDSON

[Signature]
Print Name: EDUARDO BERRIOS

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

THIS IS TO CERTIFY, that on this _____ day of _____, 2011, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared **JAMES P. EDMONDSON** who (check one) is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

see attached

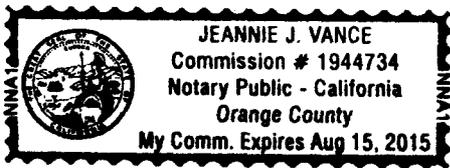
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On April 6, 2012 before me, Jeannie J. Vance, Notary Public

personally appeared James P. Edmondson



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeannie J. Vance
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement

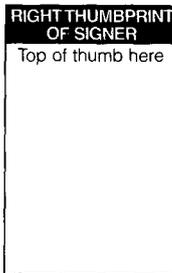
Document Date: April 6, 2012 Number of Pages: 6

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

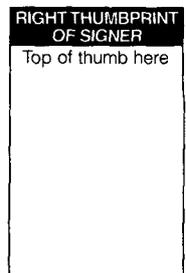
Signer's Name: James P. Edmondson Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"

Certain real property located in Broward County, Florida more particularly described as follows:

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 7, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BOUNDED AS FOLLOWS: ON THE SOUTH BY A LINE PARALLEL TO AND 1,180' NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, AND THE EASTERLY EXTENSION OF SAID SOUTH BOUNDARY; ON THE NORTH BY A LINE 300' NORTHERLY FROM, MEASURED BY RIGHT ANGLES TO, THE SOUTH BOUNDARY HEREOF; ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A1A, AND ON THE EAST BY THE WATERS OF THE ATLANTIC OCEAN. TOGETHER WITH SUCH LITTORAL RIGHTS AS MAY APPERTAIN THERETO.

PROPERTY ADDRESS

6002 STATE ROAD A-1-A
FORT LAUDERDALE, FL 33

INVOICE NUMBER: 5392

DATE OF FIELD WORK: 08

CERTIFIED TO

JAMES EDMONDSON

EXHIBIT "B"

THE EASEMENT

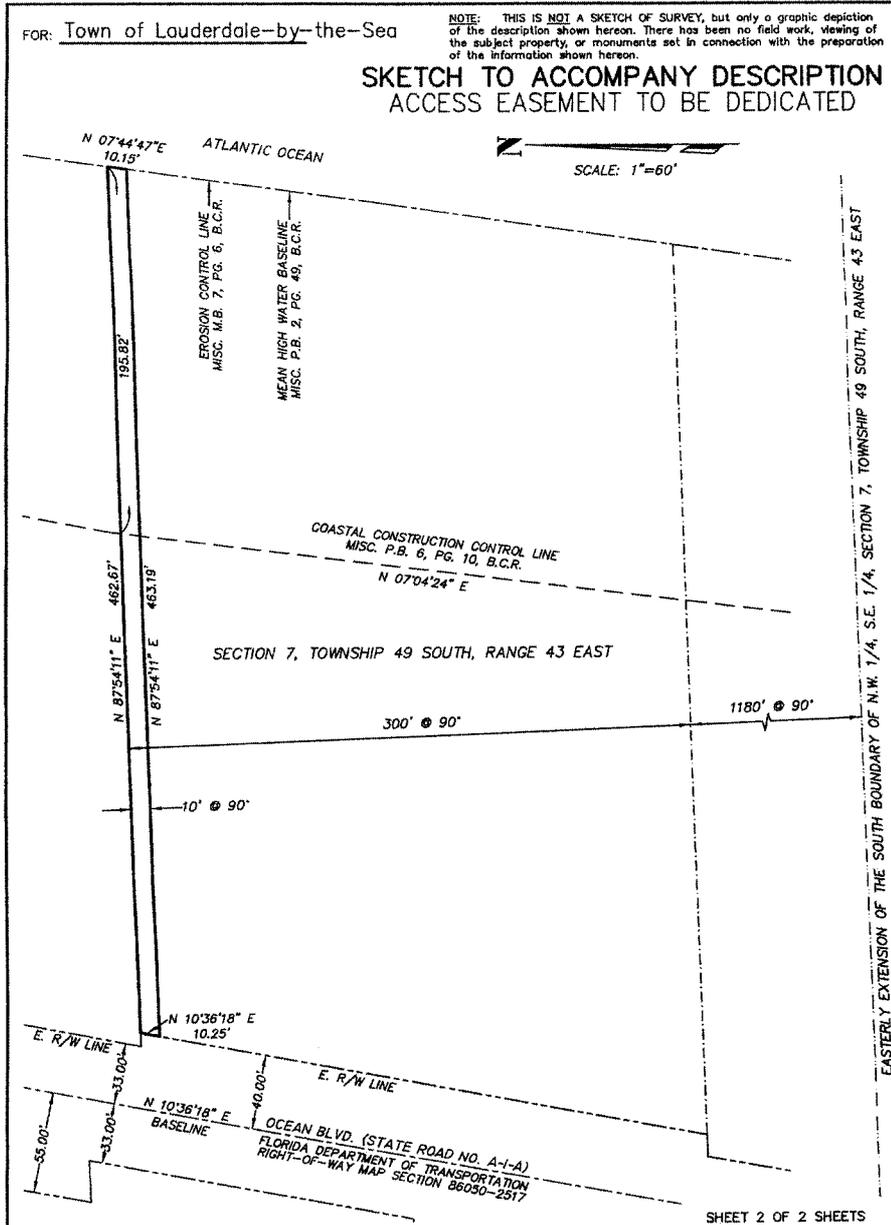


Craven • Thompson & Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
 3563 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400
 FAX: (954) 739-6409

FOR: Town of Lauderdale-by-the-Sea

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

**SKETCH TO ACCOMPANY DESCRIPTION
 ACCESS EASEMENT TO BE DEDICATED**



SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<small>NOTE</small> The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. <small>NOTE</small> Lands shown hereon were not abstracted for right-of-way and/or easements of record. G:\2007\070004 N BEACH ACCESS\DWG\SD-ACCESS EASE.DWG
REVISE SCRIVENERS ERROR	6-18-07	T.S.	T.S.	
JOB NO.: 07-0004	DRAWN BY: T.S.	CHECKED BY: DMD	F.B.N/A PG.N/A	DATED: 2-20-07

EXHIBIT "B"

THE EASEMENT LEGAL DESCRIPTION

DESCRIPTION: (ACCESS EASEMENT TO BE DEDICATED)

THE NORTH 10 FEET OF THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND IN SECTION 7, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BOUNDED AS FOLLOWS: ON THE SOUTH BY A LINE PARALLEL TO AND 1,180 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE SOUTH BOUNDARY OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 7, AND THE EASTERLY EXTENSION OF SAID SOUTH BOUNDARY. ON THE NORTH BY A LINE 300 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE SOUTH BOUNDARY HEREOF. ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A. AND ON THE EAST BY THE ATLANTIC OCEAN.

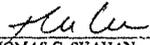
SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF LAUDERDALE-BY-THE-SEA, BROWARD COUNTY, FLORIDA.

THE BEARINGS SHOWN HEREON ON ARE BASED ON AN ASSUMED MERIDIAN, WITH THE BASELINE OF S.R. A-1-A (SOUTH OCEAN BLVD.) BEARING NORTH 10°36'07" EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86050-2517, DATED 9-20-02.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA

MAY 19 2011

THIS SKETCH & DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.