

2

Orig.

Return recorded to:

Broward County Highway Construction &  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document prepared by:  
James Kahn  
KEITH  
301 E Atlantic Blvd.  
Pompano Beach, FL 33060

**NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS, AND  
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON  
EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET  
FORTH WITHIN THIS AGREEMENT THAT RUN WITH THE PROPERTY  
UNTIL FULLY PERFORMED.**

**AMENDMENT TO NONVEHICULAR ACCESS LINE**

This is an Agreement, made and entered into by and between: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County,"

and

City of Pompano Beach, its successors and assigns, hereinafter referred to as "Developer" (collectively referred to as the "Parties").

A. Developer holds fee simple title to the property described in Exhibit "A," attached hereto and made a part hereof, hereinafter referred to as "Property."

B. Vehicular access to the Property is restricted by virtue of that certain Nonvehicular Access Line that is reflected on the Renteria Inc. Plat, Plat No./Clerk's File No. 004-MP-97, hereinafter referred to as the "Plat"; or, if applicable, that is reflected on a previous Amendment to Nonvehicular Access Line approved by County on November 4, 2021.

C. A description of the platted area, including the Nonvehicular Access Line, is attached hereto as Exhibit "B" and made a part hereof.

D. Developer desires to modify vehicular access to the Property at locations over and across the existing Nonvehicular Access Line.

E. Chapter 5, Article IX, of the Broward County Code of Ordinances, the "Land Development Code," authorizes County to approve amendments of Nonvehicular Access Lines.

BCF457  
Rev. 07/06/18

1

Approved BCC 11/4/21 #27  
Submitted By FCE  
RETURN TO DOCUMENT CONTROL

PZ23-12000015  
06/21/2023

(11)

F. Developer has submitted the required approval of the amendment to the Nonvehicular Access Line by other governmental entities with jurisdiction over the adjacent roadways.

G. County has no objection to amending the Nonvehicular Access Line and on November 4, 2021, the Board of County Commissioners approved Developer's application for an amendment to the Nonvehicular Access Line in order to establish a new configuration more particularly described in Exhibit "C," attached hereto and made a part hereof.

H. Developer has complied with all the conditions of approval required by the Land Development Code, including execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and promises set forth herein, the Parties agree as follows:

1. The above recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.
2. County hereby amends the Nonvehicular Access Line on the Property described in Exhibit "B" and replaces said Nonvehicular Access Line by the establishment of a new Nonvehicular Access Line described in Exhibit "C."
3. Developer will obtain vehicular access to the Property through driveway openings and connections that are consistent with the new Nonvehicular Access Line described in Exhibit "C."
4. Developer shall obtain all necessary permits for construction of the driveway opening and connections from the appropriate unit of government prior to construction of any driveway connections.
5. Recordation. This Agreement shall be recorded in the Public Records of Broward County at Developer's expense, and the Nonvehicular Access Line created and described in Exhibit "C" and Developer's obligations set forth herein will run with the Property described in Exhibit "A."
6. Notice. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via e-mail to the address listed below and will be effective upon mailing. The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Director, Broward County Highway Construction and  
Engineering Division

1 North University Drive, Suite 300B  
Plantation, Florida 33324  
Email address: \_\_\_\_\_

For Developer:

City of Pompano Beach Attn: City Manager

100 W. Atlantic Blvd.

Pompano Beach, FL 33060

Email address: \_\_\_\_\_


7. Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
8. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof will be predicated upon any prior representations or agreements whether oral or written.
9. Changes to Form Agreement. Developer represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office.

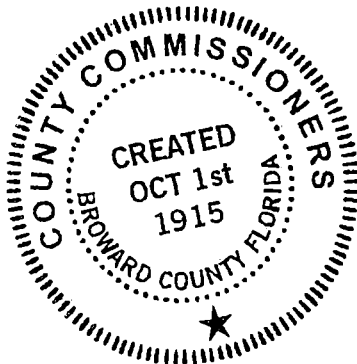
10. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
11. No Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver will only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.
12. Exhibits; Priority of Provisions. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto will control all printed provisions in conflict therewith. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail and be given effect.
13. Further Assurances. The Parties hereby agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as reasonably requested of them in order to carry out this Agreement.
14. Assignment and Assumption. Developer may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." Developer agrees that any assignment will contain a provision that clearly states that such assignment is subject to the obligations of this Agreement.
15. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
16. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
17. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against either Party.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 4<sup>th</sup> day of November, 2021 and Developer, signing by and through its Mayor and City Manager duly authorized to execute same.

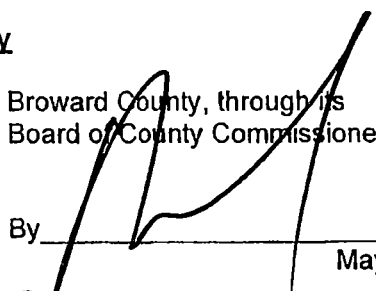
Attest:

  
 County Administrator, as Ex  
 Officio Clerk of the Board of  
 County Commissioners of  
 Broward County, Florida



County

Broward County, through its  
 Board of County Commissioners

By   
 Mayor  
4<sup>th</sup> day of November, 2022

Approved as to form by  
 Office of County Attorney  
 Broward County, Florida  
 Governmental Center, Suite 423  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301  
 Telephone: (954) 357-7600  
 Telecopier: (954) 357-6968

**Jennifer Brown** Digitally signed by Jennifer Brown  
 By \_\_\_\_\_ Date: 2022.10.12 09:11:00 -04'00'  
 Assistant County Attorney

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

"CITY":

Witnesses:

**CITY OF POMPANO BEACH**

Carida Dret

By:   
REX HARDIN, MAYOR

Shelly R. Bull-Hammond

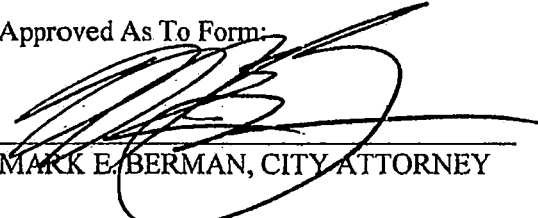
By:   
GREGORY P. HARRISON, CITY MANAGER

Attest:

  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

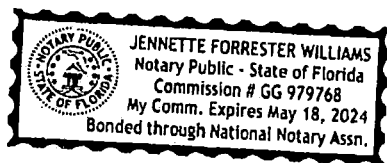
  
MARK E. BERMAN, CITY ATTORNEY


STATE OF FLORIDA  
COUNTY OF BROWARD

*by means of  
physical presence*

The foregoing instrument was acknowledged before me<sup>v</sup> this 9 day of March, 2023 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** 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 are personally known to me.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**EXHIBIT "A"**

(Legal Description of Property)

**LAND DESCRIPTION**

All of Parcels "A" and "B" of the RENTERIA INC. PLAT according to the Plat thereof in Plat Book 166, Page 33 of the Records of Broward County, Florida. Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida

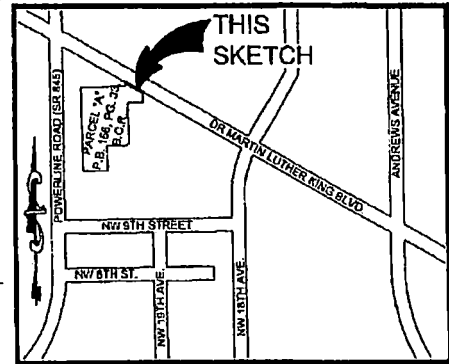
## Exhibit B

**LEGAL DESCRIPTION:**

THAT CERTAIN NON-VEHICULAR ACCESS LINE ALONG THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING BOULEVARD (HAMMONDVILLE ROAD) ALSO BEING THE NORTH LINE OF PARCEL "A", RENTERIA INC., PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID NON-VEHICULAR ACCESS LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE ALONG SAID SOUTH RIGHT OF WAY, SAID NORTH LINE OF PARCEL "A", AND SAID NON-VEHICULAR ACCESS LINE, NORTH 53°17'02" WEST, 112.87 FEET TO THE POINT OF TERMINUS OF SAID NON-VEHICULAR ACCESS LINE.

SAID LAND LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.



**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 SEAL OR A DIGITALLY ENCRYPTED SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO 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 THE RENTERIA INC., PLAT, AS RECORDED IN PLAT BOOK 166, ON PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WITH A REFERENCE BEARING OF SOUTH 00°02'11" EAST ALONG THE EAST LINE OF PARCEL "A",
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"=30' 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 MARCH 17, 2020 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

TIMOTHY H. GRAY  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION No. 6604  
STATE OF FLORIDA



Digitally signed  
by Timothy H  
Gray  
Date:  
2021.06.14  
13:23:18-04'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED  
AND SEALED BY TIMOTHY H. GRAY  
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES.

**SKETCH & DESCRIPTION**

THAT CERTAIN NON-VEHICULAR  
ACCESS LINE LYING ALONG THE  
NORTHERLY LINE OF PARCEL "A"  
RENTERIA INC., PLAT  
P.B. 166, PG. 33, B.C.R.

POMPANO BEACH, BROWARD COUNTY, FLORIDA



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

SHEET 1 OF 2  
DRAWING NO. 1002110-01 SKETCH & DESCRIPTION DWG

DATE 03/17/20

SCALE 1"=30'

FIELD BK. N/A

DWNG. BY DB

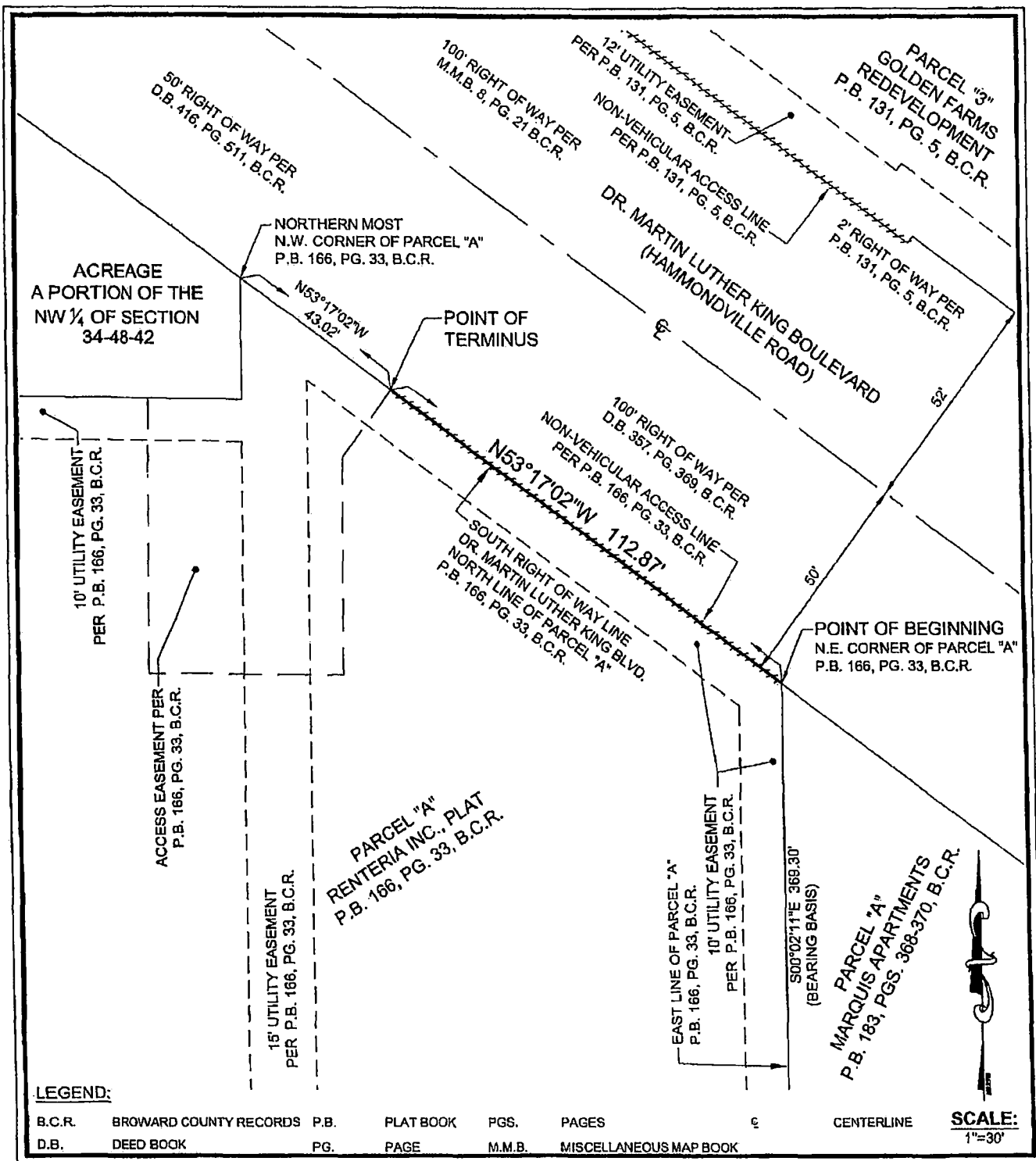
CHK. BY TG

DATE	REVISIONS
10/12/20	CERT. /NOTES
06/10/21	NEW NVAL LIMITS

**DRC**

PZ23-12000015  
06/21/2023



**SKETCH & DESCRIPTION**

THAT CERTAIN NON-VEHICULAR  
ACCESS LINE LYING ALONG THE  
NORTHERLY LINE OF PARCEL "A"  
RENTERIA INC., PLAT  
P.B. 166, PG. 33, B.C.R.

POMPANO BEACH, BROWARD COUNTY, FLORIDA



301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400

EMAIL: mail@KEITHteam.com LB NO. 6880

SHEET 2 OF 2

DRAWING NO. 10020.70-SKETCH & DESCRIPTION 10/10/19

DATE 03/17/20

SCALE 1"=30'

FIELD BK. N/A

DWNG. BY DB

CHK. BY LP

DATE	REVISIONS
10/12/20	CERT. /NOTES

**DRC**

PZ23-12000015

06/21/2023

## Exhibit C

**LEGAL DESCRIPTION:**

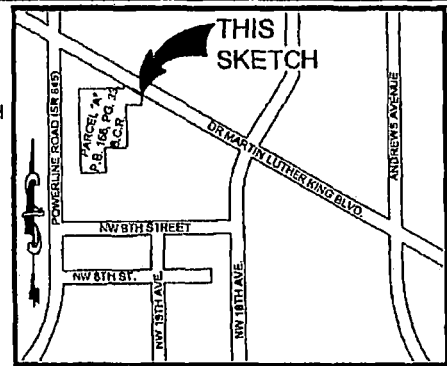
A NON-VEHICULAR ACCESS LINE ALONG THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING BOULEVARD (HAMMONDVILLE ROAD) AND THE NORTH LINE OF PARCEL "A", RENTERIA INC., PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID NON-VEHICULAR ACCESS LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE ALONG SAID SOUTH RIGHT OF WAY, SAID NORTH LINE OF PARCEL "A", AND SAID NON-VEHICULAR ACCESS LINE, NORTH 53°17'02" WEST, 1.83 FEET TO THE POINT OF TERMINUS OF SAID NON-VEHICULAR ACCESS LINE, SAID POINT ALSO BEING HEREINAFTER REFERRED TO AS 'REFERENCE POINT "A"';

TOGETHERWITH (2): COMMENCING AT REFERENCE POINT "A", THENCE ALONG SAID NORTH LINE OF PARCEL "A", NORTH 53°17'02" WEST, 23.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE OF PARCEL "A", NORTH 53°17'02" WEST, 27.48 FEET TO A POINT OF TERMINUS OF SAID NON VEHICULAR ACCESS LINE, SAID POINT ALSO BEING HEREINAFTER REFERRED TO AS REFERENCE POINT "B"

TOGETHERWITH (3): COMMENCING AT REFERENCE POINT "B", THENCE ALONG SAID NORTH LINE OF PARCEL "A", NORTH 53°17'02" WEST, 32.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE OF PARCEL "A", NORTH 53°17'02" WEST, 70.76 FEET TO A POINT OF TERMINUS OF SAID NON VEHICULAR ACCESS LINE

SAID LAND LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.



**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 SEAL OR A DIGITALLY ENCRYPTED SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 6J-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 THE RENTERIA INC., PLAT, AS RECORDED IN PLAT BOOK 166, ON PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WITH A REFERENCE BEARING OF SOUTH 00°02'11" EAST ALONG THE EAST LINE OF PARCEL "A".
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"=30' 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 JUNE 11, 2021 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 6J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

TIMOTHY H. GRAY  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION No. 6604  
STATE OF FLORIDA



Digitally signed  
by Timothy H  
Gray

Date:  
2021.06.14  
13:04:49-04'00'

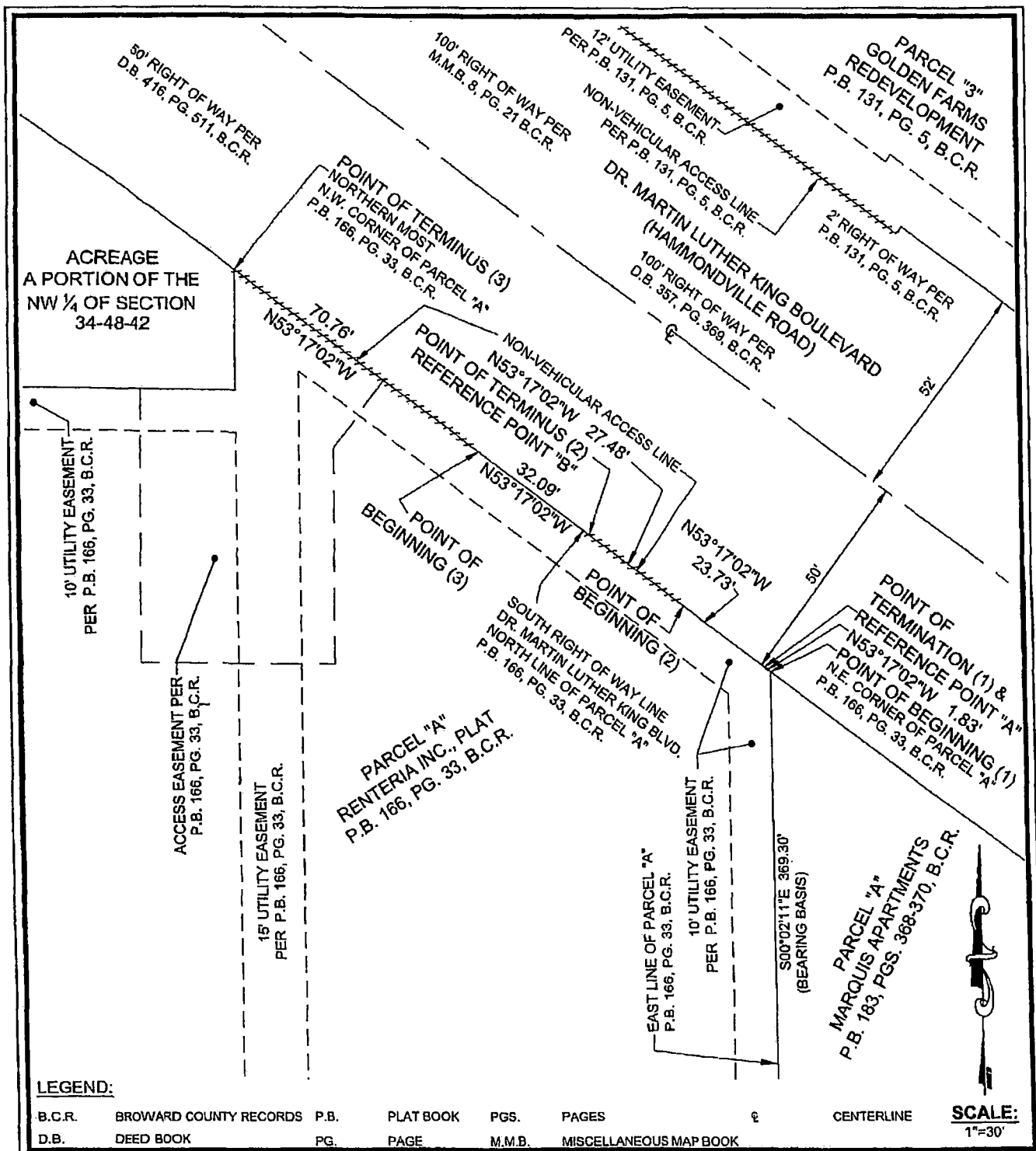
THIS ITEM HAS BEEN DIGITALLY SIGNED  
AND SEALED BY TIMOTHY H. GRAY  
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES.

<b>SKETCH &amp; DESCRIPTION</b> PROPOSED NON-VEHICULAR ACCESS LINE LYING ALONG THE NORTHERLY LINE OF PARCEL "A" RENTERIA INC., PLAT P.B. 166, PG. 33, B.C.R. POMPANO BEACH, BROWARD COUNTY, FLORIDA	 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 EMAIL: mail@KEITHteam.com LB NO. 6860 SHEET 1 OF 2 DRAWING NO. 10210 TO SKETCH & DESCRIPTION 02215	DATE 08/11/21	DATE	REVISIONS
		SCALE 1"=30'		
		FIELD BK. N/A		
		DWNG. BY TG		
		CHK. BY WA		

**DRC**

PZ23-12000015  
06/21/2023



<b>SKETCH &amp; DESCRIPTION</b> PROPOSED NON-VEHICULAR ACCESS LINE LYING ALONG THE NORTHERLY LINE OF PARCEL "A" RENTERIA INC., PLAT P.B. 166, PG. 33, B.C.R. POMPANO BEACH, BROWARD COUNTY, FLORIDA	 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 EMAIL: mail@KEITHteam.com LB NO. 6860 SHEET 2 OF 2 DRAWING NO. 191079-SKETCH & DESCRIPTION DWG	DATE 06/11/21	DATE	REVISIONS
		SCALE 1"=30'		
		FIELD BK. N/A		
		DWNG. BY TG		
		CHK. BY WA		

**DRC**

PZ23-12000015  
06/21/2023