



Anne F. Hemmings
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July 17, 2018

VIA FEDERAL EXPRESS

Schmidt Nichols
Attn: Damian Brink
1551 North Flagler Drive, Suite 102
West Palm Beach, FL 33401

Re: Gold Coast Beverage – Public Access Easement

Dear Damian:

Enclosed please find one (1) original signed Public Access Easement, executed by Lone Oak – Broward, L.L.C. Please feel free to contact me with any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "Anne F. Hemmings", written in a cursive style.

Anne F. Hemmings
Senior Counsel – Real Estate

Enclosures

Prepared by and return to:

James E. Saunders III, Esq.
City of Pompano Beach
City Attorney's Office
100 West Atlantic Blvd., Ste. 467
Pompano Beach, FL 33060

Folio No.: 4842 27 38 0021

PUBLIC ACCESS EASEMENT

THIS PUBLIC ACCESS EASEMENT is granted this _____ day of _____ 2018, by LONE OAK – BROWARD, L.L.C., a Delaware limited liability company, (the "GRANTOR"), to the CITY OF POMPAÑO BEACH, FLORIDA, a Florida municipal corporation (the "CITY" or "GRANTEE").

WHEREAS, Goldcoast Beverage Distributors, Inc., predecessor in interest to GRANTOR, conveyed to CITY by Warranty Deed certain real property for purposes of right-of-way ("Subject Property"), as recorded in Instrument No. 102814402, in the Official Record Book 34931, Page 124 of the public records of Broward County, Florida, as more particularly described in Exhibit "A," attached hereto and incorporated by reference; and

WHEREAS, the GRANTOR has submitted an application (P & Z #18-18000001) for the abandonment of the Subject Property in conjunction with a site plan proposing to construct an addition to an existing warehouse facility, along with associated parking, landscaping and other site improvements; and

WHEREAS, at a meeting of the CITY's Planning and Zoning Board/Local Planning Agency ("Board") held on April 25, 2018, the Board considered the GRANTOR's request for abandonment and unanimously recommended approval of the GRANTOR's request conditioned on the execution of this Public Access Easement; and

WHEREAS, the CITY agrees to abandon the Subject Property, but desires to reserve a perpetual and nonexclusive public access easement over the Subject Property for use by the public to allow for pedestrian and vehicular ingress and egress over the Subject Property; and

WHEREAS, the GRANTOR desires to grant and create, pursuant to the terms and conditions hereinafter set forth, and CITY has agreed to accept, a perpetual nonexclusive easement to be held in trust by the CITY for the benefit of the general public access for pedestrian and vehicular ingress and egress over the Subject Property ("Easement Area"); and

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant. GRANTOR grants and conveys to the CITY a perpetual nonexclusive public access easement to be held in trust by the CITY for the benefit of the general public, said Easement to be across and upon the Easement Area for the purpose of pedestrian and vehicular ingress and egress. The granting of this Easement shall be exclusive to the extent that GRANTOR shall not grant an easement or license, nor make any covenants, having the effect of permitting use of the Easement Area by one other than the CITY or public, except an easement may be furnished to other utilities that cross the Easement Area. GRANTOR may, for its own purposes, use the Easement Area for ingress and egress under, over and upon the Easement Area; provided that, in no event, shall any of the rights herein reserved to GRANTOR impede the easement herein granted or the exercise of the rights of use hereunder.

3. Maintenance and Use of Access Easement. At all times, GRANTOR shall maintain and use Easement Area in such a way that same shall not unreasonably interfere with the normal and customary use of CITY and public, whether for pedestrian or vehicular access, of the Subject Property. In that regard, GRANTOR, at GRANTOR's expense, shall maintain Easement Area or Subject Property in a clean, orderly and reasonably attractive manner.

4. Liability.

a. Immunity Under applicable Law. Nothing in this Agreement limits the ability of CITY to avail itself of the protections offered by any applicable law affording immunity to CITY.

b. Public Enters at Own Risk. Use of any portion of the Easement Area by members of the general public is at their own risk. Neither CITY or its agencies, nor its successors or assigns by retaining this Easement assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Easement Area; for any unsafe conditions within the Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Easement Area to public access when unsafe conditions may be present.

5. Indemnification. GRANTOR shall indemnify and hold harmless CITY, its officers, agents, servants and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures actually incurred by CITY and the foregoing indemnified parties, (including reasonable attorney's fees and court costs at all trial and appellate levels) to the extent caused by intentional or negligent acts of, or omission of, GRANTOR or GRANTOR's contractors, its employees, agents, servants, or officers, in connection with GRANTOR's obligations under this Easement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, GRANTOR, its contractor, or both, shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney

to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Easement. Nothing in this Easement shall be interpreted to constitute a waiver of the sovereign immunity of the CITY with respect to any negligence actions brought against the CITY by third parties.

6. Modification. This Easement may not be modified, amended, or released except by written agreement, executed by the then owner(s) of the portion of the Subject Property affected by such modification, amendment or release and approved in writing by the City Manager and recorded in the public records of Broward County, Florida.

7. Termination. Termination of this Easement may only be accomplished through the CITY's vacation process as provided in the CITY's Code.

8. Running with the Land. The Easement and rights granted herein shall be appurtenant to the Easement Area and shall run with the land.

9. Recordation. Upon execution and delivery, GRANTOR shall record this Easement in the public records of Broward County, Florida.

10. Governing Law; Venue. This Easement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Broward County, Florida.

11. Miscellaneous. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby, and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. The section headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof. Any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement shall be construed to make the parties hereto partners or joint ventures or render either of said parties liable for the debts or obligations of the other.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


13. By counter-execution hereof, CITY accepts the terms and conditions of this grant and conveyance of the Public Access Easement.

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal on the day and year first above written.

"GRANTOR":

Witnesses:

LONE OAK – BROWARD, L.L.C.
a Delaware limited liability company



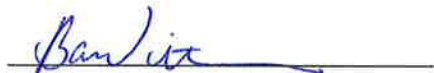
Michael Locascio

Print Name

By:  _____

Kurt J. Roemer

Typed or Printed Name

 _____

Barbara Wittmer

Print Name

Title: Senior Vice President + Chief Financial Officer

(SEAL)

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 17th day of July, 2018, by KURT J. ROEMER as SENIOR VICE PRESIDENT + CHIEF FINANCIAL OFFICER of LONE OAK – BROWARD, L.L.C., a Delaware limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF Illinois

Susan Long

(Name of Acknowledger Typed, Printed or Stamped)

749840

Commission Number



ACCEPTANCE OF PUBLIC ACCESS EASEMENT

By Resolution adopted at the Regular Meeting of the City Commission of the City of Pompano Beach at its meeting on _____, the City Commission approved acceptance of the foregoing grant and conveyance of the Public Access Easement under the terms and conditions outlined therein.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER** 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

(Name of Acknowledger Typed, Printed or Stamped)

JES:jrm
7/6/18
L:agr/devsrv/2018-1016

EXHIBIT A

LEGAL DESCRIPTION

A Portion of Parcel A, FLO EAST CO ADDITION, according to the plat thereof, as recorded in Plat Book 134, Page 42, of the Public Records of Broward County, Florida. Described as follows:

COMMENCING at the Southwest Corner of said Parcel "A", thence North 10°47'34" East, along the West Line of said Parcel "A", a distance of 16.38 feet; Thence North 88°28'31" East, along a line 16.00 feet North of and parallel to the South Line of said Parcel "A", a distance of 600.65 feet to a point of cusp of a curve concave to the East, whose radius bears due North of the last described point and the POINT OF BEGINNING; Thence Westerly, Northwesterly, Northerly, Northeasterly and Easterly along the arc of said curve having a radius of 65.00 feet, a central angle of 180°00'00" and an arc distance of 204.20 feet; Thence North 87°38'27" East, a distance of 3.39 feet to a point along the West Line of NW 12th Ave per said FLO EAST CO ADDITION Plat and a point hereinafter referred to as REFERENCE POINT "A"; Thence South 11°39'22" East, along said West Line of NW 12th Ave, a distance of 36.08 feet to a point of curvature of a curve to the right; Thence Southerly along said curve having a radius of 628.15 feet, a central angle of 8°40'17" for an arc distance of 95.07 feet; Thence South 88°28'31" West, along a line 16.00 feet North of and parallel to the South Line of said Parcel "A" a distance of 22.79 feet to the POINT OF BEGINNING.



TOGETHER WITH:

COMMENCING at said REFERENCE POINT "A", thence North 87°38'27" East, for a distance of 60.80 feet to a point on the East Line of said NW 12th Ave and the POINT OF BEGINNING; Thence continue North 87°38'27" East, a distance of 13.21 to a point on the East Line of said Parcel "A"; Thence South 02°21'33" East, along said East Line, a distance of 127.08 feet to a point of cusp of a curve concave to the West whose radius bears South 86°48'25" West from the last described point; Thence Northerly along said curve having a radius of 688.15 feet, a central angle of 08°27'38", for an arc distance of 101.62 feet; Thence North 11°39'22" West, a distance of 26.25 feet to the POINT OF BEGINNING;

Containing 9196 square feet, more or less.

THIS IS NOT A SURVEY!

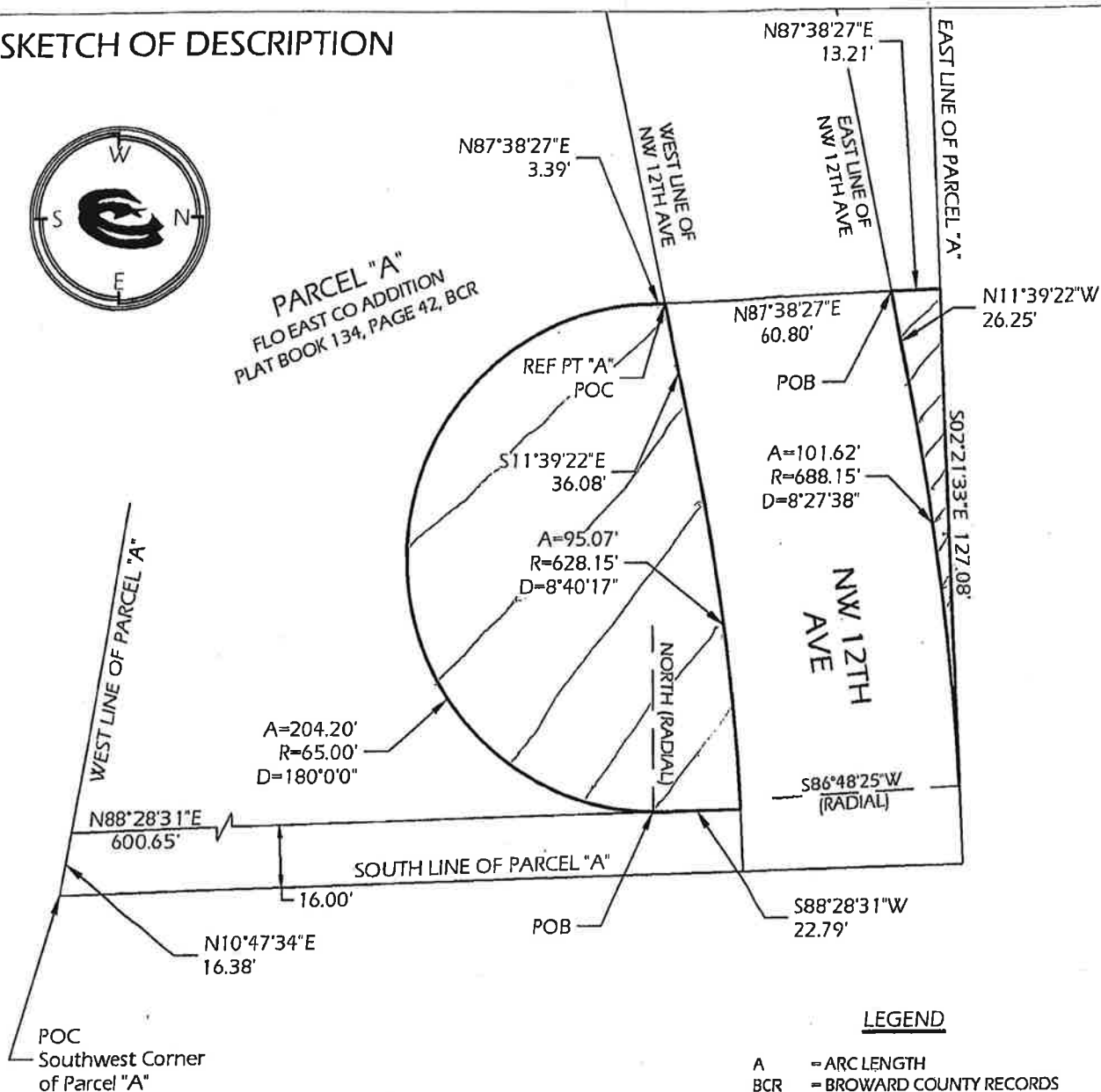
SHEET 1 OF 2

 SCOTT A. REID, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER PSM 6258 STATE OF FLORIDA	PROJECT MGR: BRW	 Compass Point surveyors	CPS PN: 17030B1
	CHECKED BY: PAL		DRAWN BY: SAR
	FOR: SCHMIDT NICHOLS		SCALE: AS NOTED
	DATE: 10/16/2017		FILE NAME: 17030 Esmts/Par 1
3195 N. POWERLINE ROAD, POMPAN0 BEACH, FL 33069 - PH. 954.332.8181 - LB No.: 7535			

SKETCH OF DESCRIPTION



PARCEL "A"
FLO EAST CO ADDITION
PLAT BOOK 134, PAGE 42, BCR



LEGEND

- A = ARC LENGTH
- BCR = BROWARD COUNTY RECORDS
- D = CENTRAL ANGLE
- ORB = OFFICIAL RECORD BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCING
- R = RADIUS
- R/W = RIGHT-OF-WAY
- REF PT = REFERENCE POINT
- U.E. = UTILITY EASEMENT

THIS IS NOT A SURVEY!

SHEET 2 OF 2

SECTION 9 TOWNSHIP 51 S, RANGE 40 E
BROWARD COUNTY, FLORIDA

PROJECT MGR: BRW

CHECKED BY: PAL

FOR: SCHMIDT
NICHOLS

DATE: 10/16/2017

3195 N. POWERLINE ROAD, POMPANO BEACH, FL 33069 - PH. 954.332.8181 - LB No.: 7535



Compass Point
surveyors

CPS PN: 17030B1

DRAWN BY: SAR

SCALE: AS NOTED

FILE NAME:
17030 Esmts/Par 1



SCALE: 1" = 40'