



City Attorney's Communication #2015-660

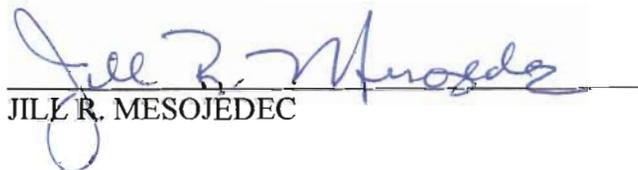
March 4, 2015

TO: Horacio Danovich, Pompano Beach CRA Engineer
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Gordon B. Linn, City Attorney
RE: Resolution – Sidewalk Easement

As requested in your e-mail to me of March 3, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SIDEWALK EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PETRO REALESTATE HOLDING INC.; PROVIDING AN EFFECTIVE DATE.

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


JILL R. MESOJEDEC

/jrm
l:cor/cra/2015-660

Attachment

RESOLUTION NO. 2015- _____

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 SIDEWALK EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PETRO REALESTATE HOLDING INC.; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Sidewalk Easement Agreement between the City of Pompano Beach and Petro Realestate Holding Inc., 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 City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Petro Realestate Holding Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
3/11/15
l:reso/2015-239



MEMORANDUM

March 5, 2015

TO: City Commission

THRU: Dennis W. Beach, City Manager
Kim Briesemeister, CRA Executive Director
Chris Brown, CRA Executive Director

FROM: Horacio Danovich, CIP Engineer

A handwritten signature in blue ink is written over the "THRU" and "FROM" lines of the memorandum.

Issue

Staff is seeking City Commission approval of a Resolution to execute an easement agreement between the City of Pompano Beach ("City") and Petro Realestate Holding, Inc. ("PRH") (see Location Map and Exhibit "A" for legal description of the easement).

Recommendation

Staff recommends Approval of the Resolution.

Background

Staff is seeking City Commission authorization to execute an easement agreement with PRH. This easement is necessary to allow the City and CRA to carry out proposed improvements on NE 1 Avenue in front of the existing Westar gas station owned and managed by PRH. Improvements in the easement area include replacement of the existing sidewalk, new landscape, drainage, and lighting. The work will also address existing deficiencies, particularly damaged concrete areas, which could be considered tripping hazards to pedestrians (see Figures 1-6).

Staff recommends Approval of the Resolution.

PREPARED BY
RECORD AND RETURN TO:
Horacio Danovich
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

SIDEWALK EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015, by **Petro Realestate Holding Inc.**, a Florida Corporation (OWNER), and the City of Pompano Beach, Florida (CITY), a political subdivision of the State of Florida (collectively, the parties).

WITNESSETH:

WHEREAS, the OWNER owns certain real property (Easement Premises) within the CITY;
and

WHEREAS, the Easement Premises is legally described in Exhibit "A" attached to and incorporated within this Agreement by this reference; and

WHEREAS, the parties have determined that it is in their mutual and preferred interests for the OWNER to grant to the CITY an easement in, along, and upon the Easement Premises for use as a sidewalk and maintenance purposes;

NOW, THEREFORE, the parties agree as follows:

1. EASEMENT GRANTED. Subject to the terms and conditions set forth in this Agreement, the OWNER hereby grants and conveys to the CITY a perpetual easement for public access and sidewalk right-of-way as well as a landscape area in, on, over, under, through and across the Easement Premises for use as a sidewalk for landscaping and for utility installation and/or maintenance purposes.

2. RIGHTS GRANTED. The OWNER agrees that the perpetual easement granted by this Agreement includes all reasonable rights of ingress and egress of the Easement Premises that are necessary to:

(A) Survey, construct, control, operate, maintain, replace, remove, or abandon in place the sidewalk and landscaping; and/or

(0) Exercise such other reasonable and implied rights granted by this Agreement, including the incidental right to enter upon all adjoining lands owned by the OWNER to perform sidewalk and landscape installation and responsibilities set forth herein.

3. RIGHT TO USE. The OWNER reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the rights granted to the CITY by this Agreement; provided, however, that the OWNER shall not obstruct or permit the obstruction of the Easement Premises at any time without the express prior written consent of the CITY.

4. MAINTENANCE. Maintenance of the utilities (other than FPL, AT&T, and Comcast), landscaping, irrigation and sidewalk improvements in and on the Easement Premises shall be the responsibility of the CITY.

5. RUNS WITH THE LAND. The OWNER agrees that all rights, title, interests, and privileges granted to the CITY by this Agreement, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

6. LIMITATION OF USE. The CITY agrees that the rights granted to it by this Agreement shall be limited exclusively to the installation and/or maintenance of sidewalks, landscaping and utility facilities and uses similar thereto.

7. DUE CARE. The CITY agrees that its right to use the Easement Premises granted by this Agreement and the incidental right to enter upon all adjoining lands owned by the OWNER to perform sidewalk installation and/or maintenance responsibilities set forth in this Agreement shall be

exercised in such a manner as not to cause damage or destruction to or interruption of the use of the Easement Premises or such adjoining lands.

8. OTHER EASEMENTS. The CITY agrees that the OWNER shall have the right to grant other nonexclusive easements in, along, or upon the Easement Premises; provided, however, that:

(A) Any such other easements shall be subject to the easement granted to the CITY by the Agreement and shall not conflict with the improvements of the CITY; and

(B) If any easements damage the improvements of the CITY, the OWNER shall be responsible for the repair of such; and

(0) The CITY shall have first consented in writing to the terms, nature, and location of any such other easements to determine that the easements do not interfere with the CITY'S rights granted by this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: LAMAR FISHER, MAYOR

By: DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"OWNER":

WITNESSES:

PETRO REALESTATE HOLDING INC.
a Florida corporation

Alexandra P. Ruiz

ALEXANDRA P. RUIZ

Print Name

Franko Juliusburser

FRANKO JULIUSBURSER

Print Name

By: *Rubén F. González*

RUBEN F. GONZALEZ,
President/Director

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of March, 2015, by Ruben R. Gonzalez as President/Director of PETRO REALESTATE HOLDING INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced DAVID WILKINSON as identification.

Hilda Enriquez

NOTARY PUBLIC, STATE OF FLORIDA

Hilda Enriquez

(Name of Notary Typed, Printed or Stamped)

NOTARY'S SEAL

FF148657

Commission Number





LOCATION MAP

4

NE 1st Ave

NE 1 AVENUE

NE 1st Ave

ATLANTIC BOULEVARD

Nh of South Florida Corporation

Pompano Flowers 'n Things

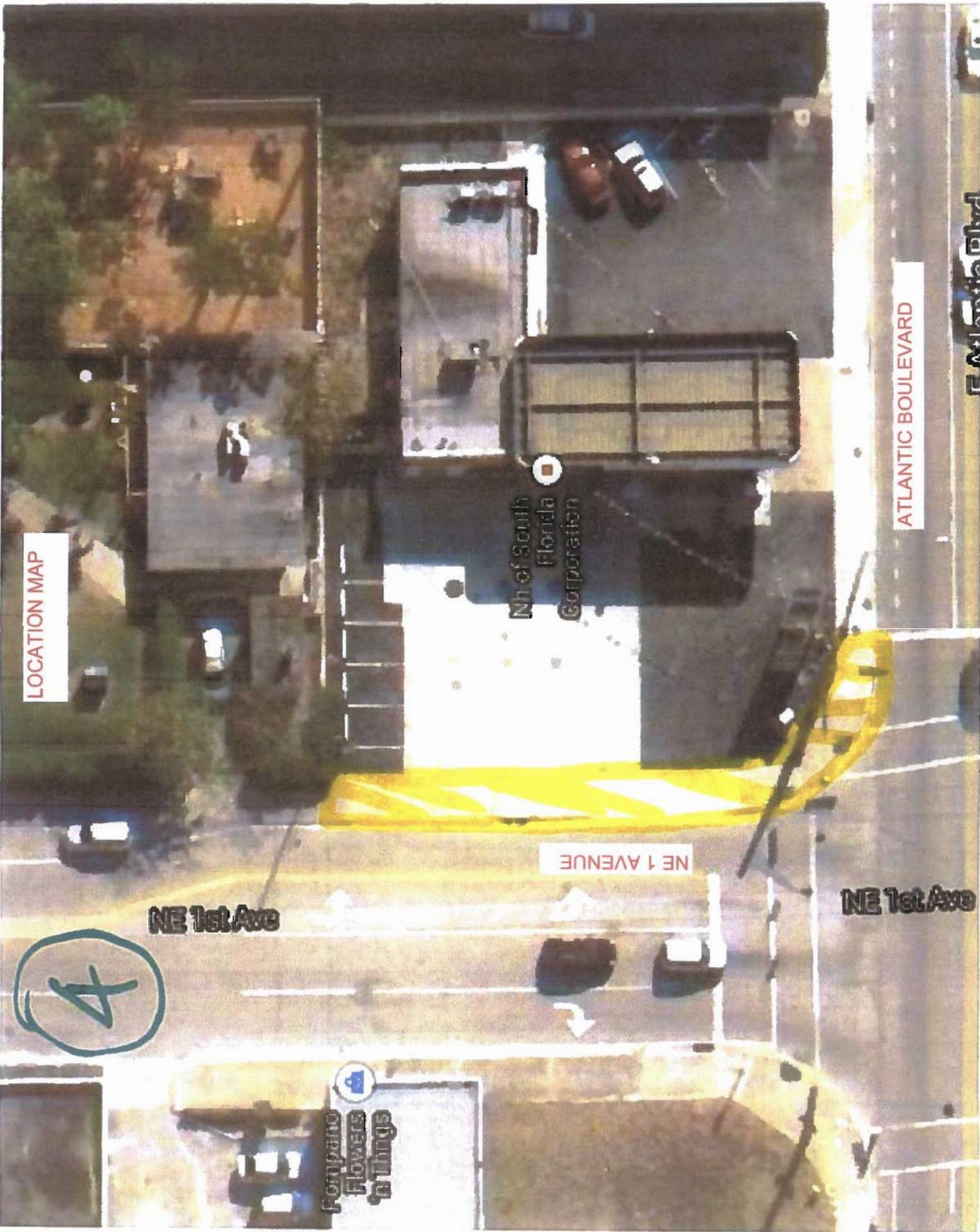


EXHIBIT "A"

58 REVISED

FOLIO NUMBER 484235130120

A PORTION OF LOT 12, BLOCK 2 SAXON'S RE-SUBDIVISION OF LOT 17, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 135 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA;

THE WEST 10.00 FEET OF SAID LOT 12 LESS THAT PORTION FOR RIGHT-OF-WAY FOR WEST ATLANTIC BOULEVARD (STATE ROAD 814) THEREOF.

58 RIGHT-OF-WAY

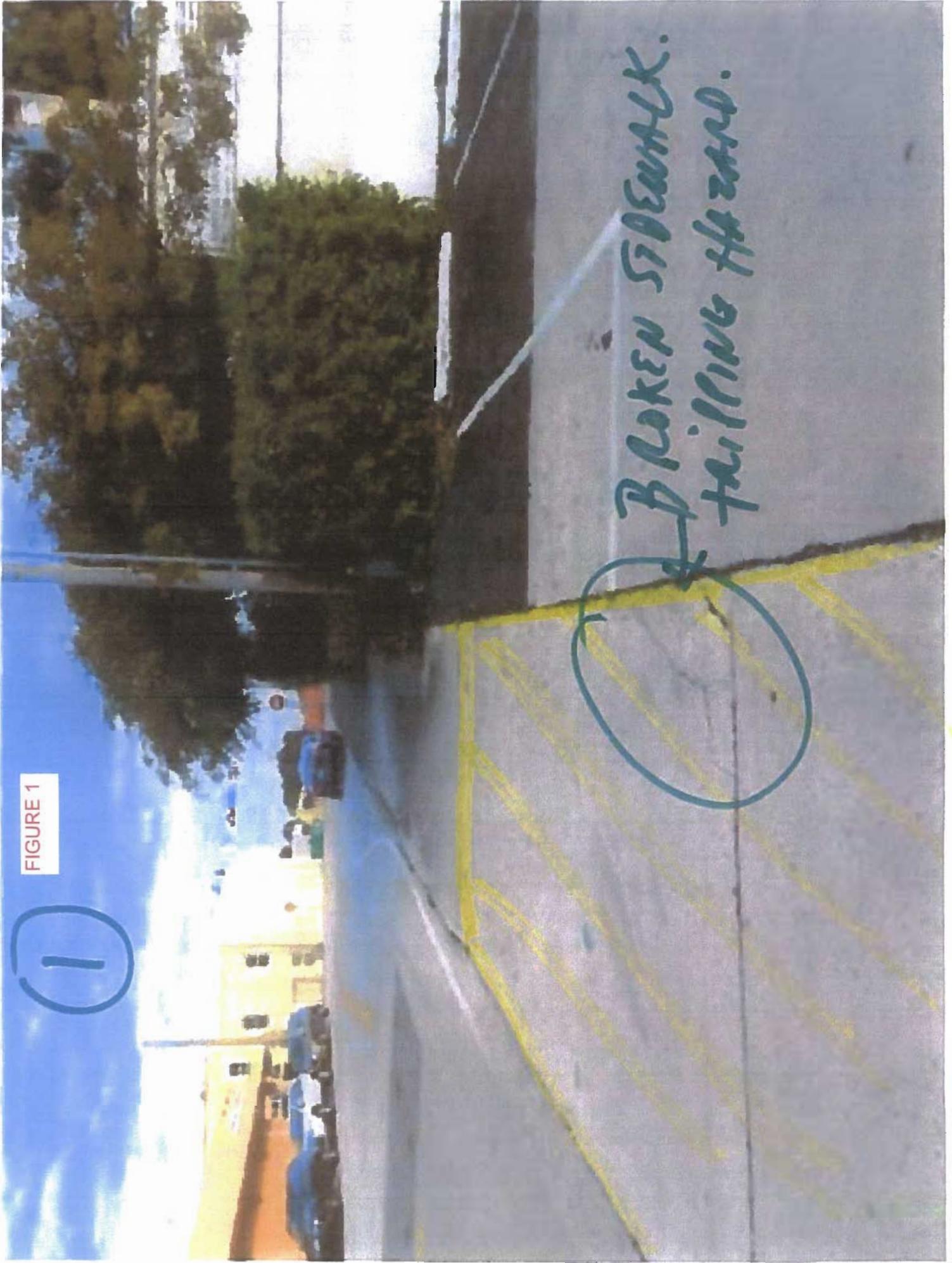
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A PORTION OF LOT 12, BLOCK 2 SAXON'S RE-SUBDIVISION OF LOT 17, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 135 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA;

THE WEST 10.00 FEET OF SAID LOT 12 LESS THAT PORTION FOR RIGHT-OF-WAY FOR WEST ATLANTIC BOULEVARD (STATE ROAD 814) THEREOF.

①

FIGURE 1



2

FIGURE 2



FIGURE 3

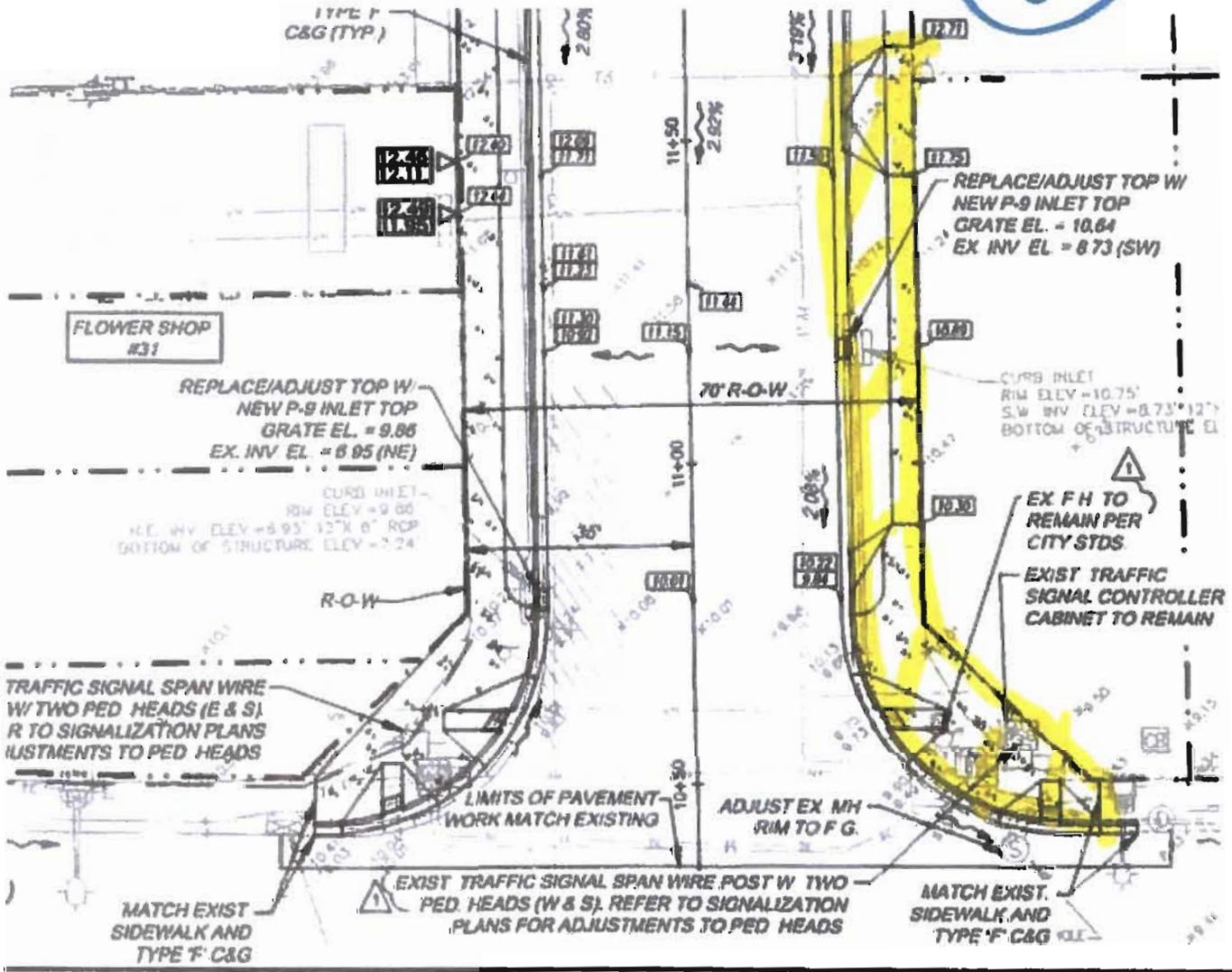
3

BROKEN
SIDEWALK
TRIPPING
HAZARD



FIGURE 4

5



2A	11-8-13	REV. PER CITY/CRAUDTHERS
3	11-20-13	REV. PER CITY INVESTIGATION
4		
5		
6		

Sheet Title:
**ROADWAY PAVING,
 GRADING AND
 DRAINAGE PLANS**
 100% CONSTRUCTION DOCUMENTS

Date:	8/2013	Scale:	1"=20'
Drawn By:	DC/EM	Designed By:	MC
Approved By:	JT	Project No:	07470.46

Sheet Number:
C-21
 JAMES A THIELE, P.E.
 FLORIDA REG. NO. 33256
 (FOR THE FIRM)

PROPERTY TRANSFER INFORMATION SHEET

**FOLIO / PROPERTY /
PARCEL I.D. #** 484235130120

GRANTEE NAME: CITY OF POMPAHO BEACH

SALE PRICE: Ø

**% OF MORTGAGE BALANCE
BEING USED AND \$ AMOUNT:** Ø

(i.e., ½ interest = #00000)

For information / clarification of the taxable amount, please contact the State of Florida Department of Revenue at 1-800-352-3671 or online at FL Dept of Revenue - TAX LAW LIBRARY.

