





**City Attorney's Communication #2015-697**  
March 11, 2015

**TO:** Daniel T. Keester, Planner  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution – Sidewalk Easement / Duke Realty Land LLC

As requested in your memorandum dated March 6, 2015, Department of Development Services Administrative Report No. 15-107, 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 DUKE REALTY LAND, LLC; PROVIDING AN EFFECTIVE DATE.**

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

GORDON B. LINN

/jrm  
l:cor/dev-srv/2015-697

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 DUKE REALTY LAND, LLC; 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 Duke Realty Land, LLC, 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 Duke Realty Land, LLC.

**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/2015-248

This instrument was prepared by  
and after recording return to:

Duke Realty Corporation  
3715 Davinci Court, Suite 300  
Peachtree Corners, Georgia 30092  
Attn: South Florida Market Attorney

### SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between DUKE REALTY LAND, LLC, an Indiana limited liability company (hereinafter called "Grantor"), and CITY OF POMPANO BEACH, a political subdivision of the County of Broward, State of Florida (hereinafter called "Grantee").

### WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of land known as Parcel A, Rock Lake Plat, with a street address of 3201 Northwest 27 Avenue, Pompano Beach, Florida, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantee desires an easement for public sidewalk and/or other purposes incidental thereto over, across, upon and through a portion of said property, as more particularly described on Exhibit B attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantor desires, on the terms hereinafter set forth, to grant and convey unto Grantee such easement and other rights on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Sidewalk. Grantor hereby grants, bargains, sells and conveys to Grantee, for the benefit of Grantee, its successors and assigns, a perpetual easement over, across, upon and through the Easement Area, for the purpose of constructing, installing, repairing and maintaining a pedestrian sidewalk for use by the general public (the "Sidewalk").

2. Maintenance. Maintenance of the landscaping within the Easement Area shall be the responsibility of Grantee, and maintenance of the Sidewalk within the Easement Area shall be the responsibility of Grantor, its successors and assigns, as required by City Ordinance Section 100.02 of the City Code of Ordinances for maintenance of sidewalks.

3. Covenants Running With the Land. The rights, agreements, duties, obligations and easements set forth in this Agreement shall run with the land, binding upon Grantor and the Property in

perpetuity, and its successors, assigns and legal representatives. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the property so conveyed that remain unsatisfied to the extent of its proceeds from the transfer or remaining interest in the property, if any.

4. Governing Law. The laws of the State of Florida shall govern this Agreement. Any provisions of this Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provisions hereof.

5. Not a Public Dedication. Nothing in this Agreement may be construed as a gift or dedication of all or any portion of the easement granted herein to the general public.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by its duly authorized representative as of the day and year above first written.

WITNESSED BY:

[Signature]

Print Name: DAVE LOUDENSLAGER

GRANTOR:

DUKE REALTY LAND, LLC, an Indiana limited liability company

[Signature]

Print Name: MATT PRESTON

By: Duke Realty Services, LLC, an Indiana limited liability company, managing member

By: Duke Realty Corporation, an Indiana corporation, managing member

By: [Signature]

Edward P. Mitchell  
Senior Vice President

[CORPORATE SEAL]

STATE OF Florida )  
 ) SS  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2015, by Ed Mitchell, as Senior Vice President of Duke Realty Corporation, an Indiana corporation, the managing member of Duke Realty Services, LLC, an Indiana limited liability company, the managing member of Duke Realty Land, LLC, an Indiana limited liability company, on behalf of such entities, who is personally known to me or who has produced a driver's license as identification.

[Signature]  
Notary Public-State of Florida

[Signature]  
Print Name

My commission expires: 10/21/2018

[NOTARIAL SEAL]



[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

**"Grantee":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

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

(SEAL)

Approved As To Form:

\_\_\_\_\_  
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 are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

[END OF SIGNATURES]

**EXHIBIT A**

**PROPERTY**

**SKETCH & DESCRIPTION  
A PORTION OF PARCEL "A"**

ROCK LAKE PLAT  
(P.B. 172, PG. 129, B.C.R.)

**LAND DESCRIPTION:**

A portion of Parcel "A", ROCK LAKE PLAT, according to the plat thereof, as recorded in Plat Book 172, Page 129, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the northwest corner of said Parcel "A"; thence N 88°20'27" E along the north line of said Parcel "A", 210.10 feet; thence S 01°39'33" E, 15.00 feet to the POINT OF BEGINNING; thence N 88°20'27" E, 704.86 feet; thence S 01°39'36" E, 17.33 feet; thence S 46°39'36" E, 3.54 feet; thence N 88°20'24" E, 15.00 feet; thence S 01°39'36" E, 442.05 feet; thence S 88°20'24" W, 80.17 feet; thence S 84°07'17" W, 33.85 feet; thence S 01°39'36" E, 17.46 feet to the point of curvature of a curve concave to the northwest, having a radius of 10.00 feet and a central angle of 89°58'24"; thence southwesterly along the arc of said curve, a distance of 15.70 feet; thence S 88°18'48" W, 598.44 feet; thence N 01°39'33" W, 492.12 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 351,637 square feet (8.073 acres), more or less.

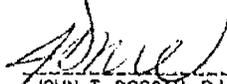
**SURVEYOR'S NOTES:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
  2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
  3. The land description shown hereon was prepared by the Surveyor.
  4. Bearings shown hereon are relative to ROCK LAKE PLAT, based on the north line of Parcel "A" having a bearing of N 88°20'27" E.
  5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
  6. This map is intended to be displayed at a scale of 1:1800 (1"=150').
7. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; C = Centerline; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; No. = Number; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

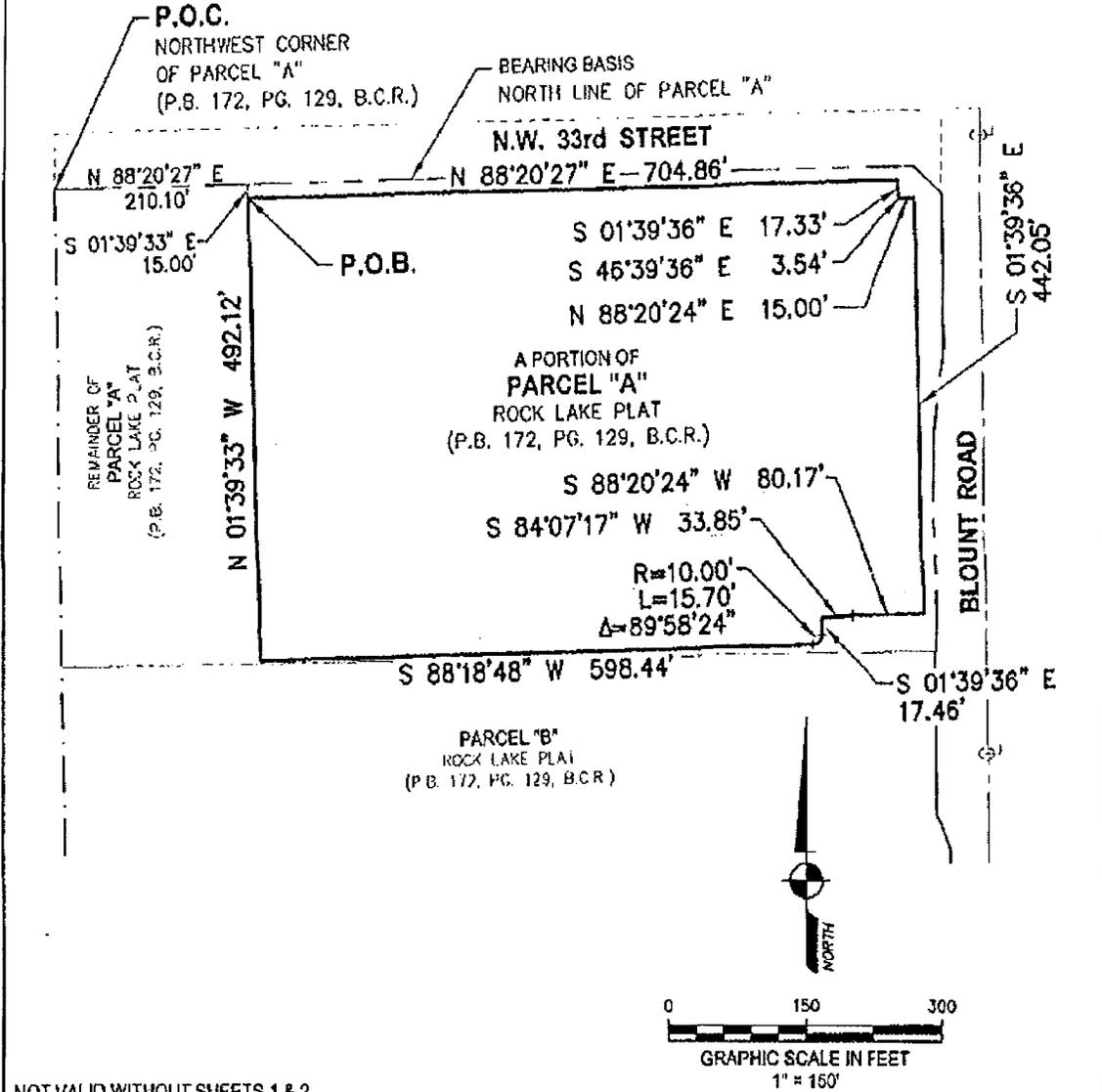
Date: 11/20/2014

  
JOHN T. DOOGAN, P.L.S.  
Florida Registration No. 4409  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 & 2

|           |   |   |          |            |
|-----------|---|---|----------|------------|
| REVISIONS |  | AVIROM & ASSOCIATES, INC.<br>SURVEYING & MAPPING<br>50 SW 2ND AVENUE, SUITE 102<br>BOCA RATON, FLORIDA 33432<br>TEL (561) 392-2594, FAX (561) 394-7125<br>www.AVIROM-SURVEY.com<br><small>©2015 AVIROM &amp; ASSOCIATES, INC. All rights reserved.<br/>This sketch is the property of AVIROM &amp; ASSOCIATES, INC.<br/>and should not be reproduced or copied in whole without permission.</small> | JOB #:   | 7748-24    |
|           |   |   | SCALE:   | 1" = 150'  |
|           |   |   | DATE:    | 11/19/2014 |
|           |   |   | BY:      | S.A.M.     |
|           |   |   | CHECKED: | J.T.O.     |
|           |   |   | F.B.:    | PG.:       |
|           |   |   | SHEET    | 1 OF 2     |

**SKETCH & DESCRIPTION  
A PORTION OF PARCEL "A"**  
ROCK LAKE PLAT  
(P.B. 172, PG. 129, B.C.R.)



NOT VALID WITHOUT SHEETS 1 & 2

|                                  |   |  |  |
|----------------------------------|---|--|--|
| <b>REVISIONS</b><br><br><br><br> |  | <b>AVIROM &amp; ASSOCIATES, INC.</b><br><b>SURVEYING &amp; MAPPING</b><br>50 SW 2ND AVENUE, SUITE 102<br>BOCA RATON, FLORIDA 33432<br>TEL (561) 392-2594, FAX (561) 304-7126<br>www.AVIROM-SURVEY.com                              | <b>JOB #:</b> 7748-24<br><b>SCALE:</b> 1" = 150'<br><b>DATE:</b> 11/19/2014<br><b>BY:</b> S.A.H.<br><b>CHECKED:</b> J.T.D.<br><b>F.B.:</b> PG. --<br><b>SHEET</b> 2 OF 2 |
|                                  |   | <small>© 2014 AVIROM &amp; ASSOCIATES, INC. all rights reserved.<br/>         This sketch is the property of AVIROM &amp; ASSOCIATES, INC.<br/>         and should not be reproduced or copied without written permission.</small> |  |
|                                  |   |  |  |
|                                  |   |  |  |
|                                  |   |  |  |
|                                  |   |  |  |

**EXHIBIT B**

**EASEMENT AREA**

**SKETCH & DESCRIPTION  
SIDEWALK EASEMENT**

A PORTION OF PARCEL "A"  
(P.B. 172, PG. 129, B.C.R.)  
CITY OF POMPAHO BEACH

**LAND DESCRIPTION:**

A portion of Parcel "A", ROCK LAKE PLAT, according to the Plat thereof, as recorded in Plat Book 172, Page 129 of the Public Records of Broward County, Florida, being described as follows:

Commence at the northwest corner of said Parcel "A"; thence N88°20'27"E, along the north line of said Parcel "A", a distance of 546.06 feet to the Point Of Beginning; thence continue N88°20'27"E, along the north line of said Parcel "A", a distance of 392.33 feet; thence S46°23'31"E, 8.87 feet to a point of curvature, (radial bearing to said point bears N13°15'49"E) concave to the southwest, having a radius of 38.68 feet and a central angle of 14°16'15"; thence westerly an arc distance of 9.63 feet; thence S88°20'27"W, 380.22 feet; thence N84°43'02"W, 9.69 feet; thence N09°56'17"E, 3.91 feet to the Point Of Beginning.

Said lands lying in the City of Pompano Beach, Broward County, Florida.

**SURVEYOR'S REPORT:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to said plat, based on the north line of Parcel "A" having a bearing of N88°20'27"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

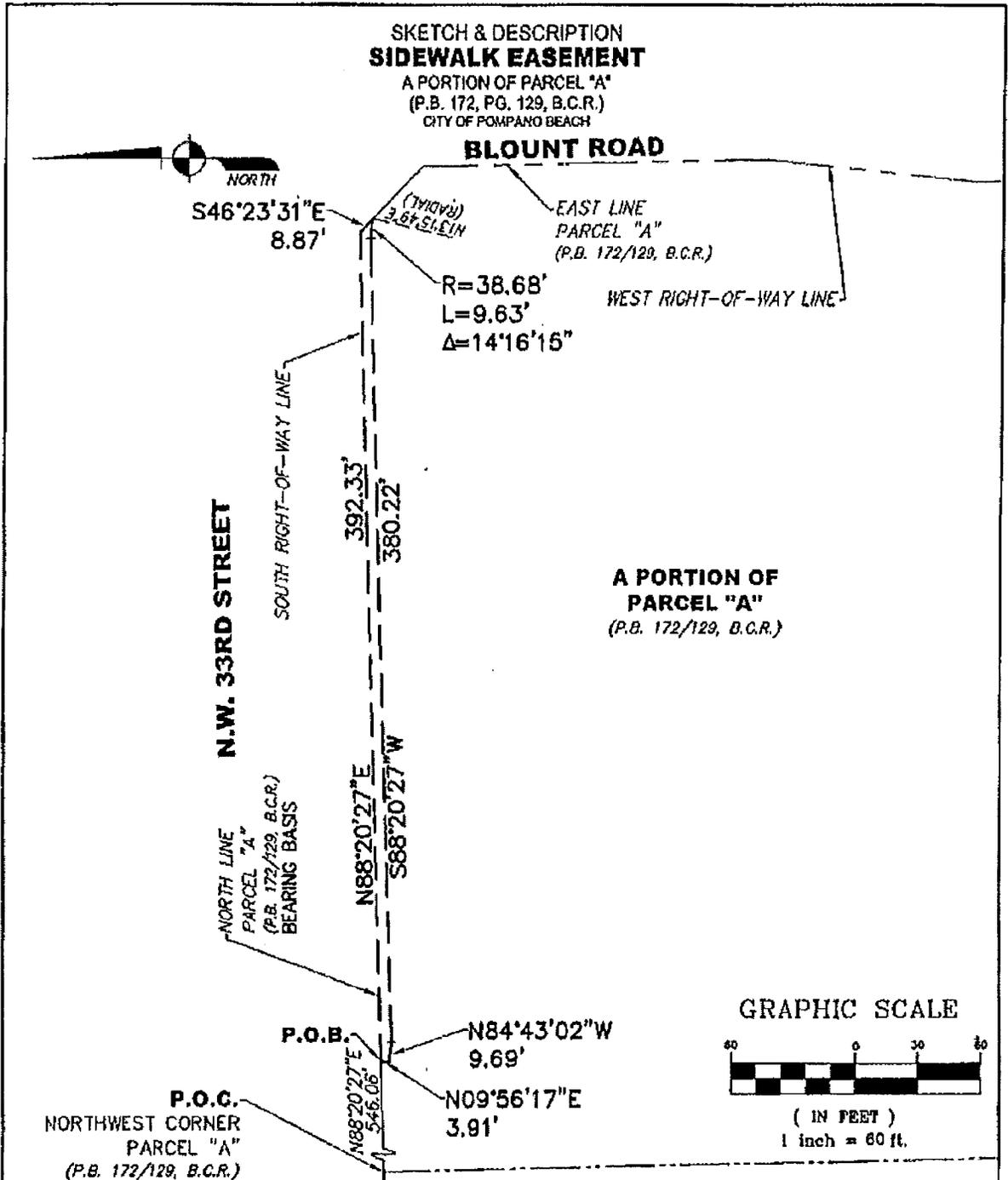
DATE: 2/4/15

  
JOHN T. DOOGAN, P.L.S.  
Florida Registration No. 4409  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

|                                      |   |  |  |
|--------------------------------------|---|--|--|
| <b>REVISIONS</b><br><br><br><br><br> |  | <b>AVIROM &amp; ASSOCIATES, INC.</b><br><b>SURVEYING &amp; MAPPING</b><br>50 S.W. 2ND AVENUE, SUITE 102<br>BOCA RATON, FLORIDA 33432<br>TEL. (561) 392-2504, FAX (561) 391-7125<br>www.AVIROM-SURVEY.com   | JOB #: 7748-24_SW<br>SCALE: -<br>DATE: 02/04/2015<br>BY: W.R.E.<br>CHECKED: J.T.D. |
|                                      |   | F.B. - PG. -<br>SHEET 1 OF 2   |  |
|                                      |   | <small>©2015 AVIROM &amp; ASSOCIATES, INC. ALL RIGHTS RESERVED.<br/>                 This sketch is the property of AVIROM &amp; ASSOCIATES, INC.<br/>                 and shall not be reproduced or copied without written permission.</small> |  |
|                                      |   |  |  |
|                                      |   |  |  |

**SKETCH & DESCRIPTION  
SIDEWALK EASEMENT**

A PORTION OF PARCEL "A"  
(P.B. 172, PG. 129, B.C.R.)  
CITY OF POMPANO BEACH



**GRAPHIC SCALE**



( IN FEET )  
1 inch = 60 ft.

| REVISIONS |
|-----------|
|           |
|           |
|           |
|           |
|           |



**AVIROM & ASSOCIATES, INC.**  
SURVEYING & MAPPING  
50 S.W. 2ND AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
TEL. (561) 392-2694, FAX (561) 394-7125  
WWW.AVIROM-SURVEY.COM

©2015 AVIROM & ASSOCIATES, INC. All rights reserved.  
This sketch is the property of AVIROM & ASSOCIATES, INC.  
and should not be reproduced or copied without permission.

|          |            |
|----------|------------|
| JOB #:   | 7748-24_SW |
| SCALE:   | 1" = 60'   |
| DATE:    | 02/04/2015 |
| BY:      | W.R.E.     |
| CHECKED: | J.T.D.     |
| F.B.:    | PG. -      |
| SHEET:   | 2 OF 2     |



**City Attorney's Communication #2015-648**  
February 27, 2015

**TO:** Daniel Keester, Planner  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Sidewalk Easement / Premier Turnpike (Duke Realty), 3201 NW 27<sup>th</sup> Avenue

In your memorandum to me of February 25, 2015, Development Services Administrative Report No. 15-098, you requested that I review a proposed easement and determine whether it met legal requirements.

After review of the proposed agreement, I find that the proposed easement agreement would in deed create an easement running with the land providing that ownership of the property by the grantor is confirmed.

However, please note that Paragraph No. 2 provides for maintenance by the city and compliance with applicable ordinances. The city ordinances presently provide that the adjacent owner of the sidewalk will maintain the sidewalk and otherwise keep them clean and in a safe condition. The city does on a routine basis provide for major repairs. Attached please find a sidewalk easement used by the city in coordination with CRA purposes wherein paragraph 4 of that easement provides for maintenance of the landscaping area by the city, but holds the owner responsible otherwise for maintenance as provided by Section 100.02 of the City Code of Ordinances.

It is suggested that prior to proceeding with this easement that you confirm that city staff is willing and able to maintain the sidewalk and that Risk Management is willing to accept any risk involved.

If I may be of any further assistance, please feel free to contact me.

  
GORDON B. LINN

GBL/jrm  
L:cor/devsrvc/2015-648

Attachment

## Daniel Keester

---

**From:** Eddie Beecher  
**Sent:** Thursday, March 05, 2015 5:26 PM  
**To:** Daniel Keester  
**Subject:** RE: Sidewalk Easement - Premier TUrnpike (Duke Realty), 3201 NW 27th Avenue

Daniel,

Thank you for the opportunity to review and give input into this matter. As I mentioned, I spoke with Gordon and the concern was who will maintain the sidewalk.

The issue becomes that in the Duke agreement it says the City (grantee) will be responsible, however, this would be in contradiction to Section 100.02 of the City Code of Ord. that requires the owner. If we endeavor to enter an agreement based on the Duke agreement language, we then are accepting an affirmative duty to maintain.

You mentioned that you would check the provisions of the code... so let me know if you find anything different from our understanding.

Thanks, Ed

---

**From:** Daniel Keester  
**Sent:** Wednesday, March 04, 2015 9:48 AM  
**To:** Eddie Beecher; Alessandra Delfico  
**Subject:** Sidewalk Easement - Premier TUrnpike (Duke Realty), 3201 NW 27th Avenue

Eddie/ Alessandra,

Attached please find a copy of a Sidewalk Easement. This easement agreement is for a sidewalk (the fields are blank & not signed off by the owner) and included in the word document is a survey for the above referenced project. The applicant has gone through the site plan approval process, and it was a condition of approval to provide this easement for a portion of an existing sidewalk that was unable to be within the right-of-way. After the City Attorney reviewed this for legal adequacy, he pointed out that Paragraph 2 provides for maintenance by the City and compliance with applicable ordinances. He recommended that I run this by both of you, to determine if this language should be altered, and if it should please provide recommendation for revisions so that I may forward it to the applicant.

He provided me with a copy of a sidewalk easement with the CRA (attached). Please advise on your recommendations for the language of maintenance (page 2, #4). The applicant is very motivated to get this easement reviewed/ approved by the City Commission, and recorded, please provide me a reply at your earliest convenience.



**Daniel Keester**  
*Planner*  
**Daniel.Keester@copbfl.com**  
**954.786.5541**  
**pompanobeachfl.gov**

## Daniel Keester

---

**From:** Michael Carter  
**Sent:** Wednesday, March 04, 2015 11:59 AM  
**To:** Alessandra Delfico  
**Subject:** RE: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

I'm also ok with it

---

**From:** Alessandra Delfico  
**Sent:** Wednesday, March 04, 2015 11:55 AM  
**To:** Michael Carter  
**Subject:** FW: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue



**Alessandra Delfico, PE, CFM**  
*City Engineer*  
[alessandra.delfico@copbfl.com](mailto:alessandra.delfico@copbfl.com)  
**954.786.4144**  
[pompanobeachfl.gov](http://pompanobeachfl.gov)

**From:** Robert McCaughan  
**Sent:** Wednesday, March 4, 2015 10:16 AM  
**To:** Alessandra Delfico  
**Subject:** RE: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

I'm ok with it

Rob McCaughan  
Public Works Director  
City of Pompano Beach  
1201 NE 5th Ave  
Pompano Beach, FL 33060  
(O) 954-786-4097  
(F) 954-786-4028

---

**From:** Alessandra Delfico  
**Sent:** Wednesday, March 04, 2015 9:56 AM  
**To:** Michael Carter; Robert McCaughan  
**Cc:** Daniel Keester  
**Subject:** FW: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

Mike and Rob are you okay with this?



**Alessandra Delfico, PE, CFM**  
*City Engineer*  
alessandra.delfico@copbfl.com  
954.786.4144  
pompanobeachfl.gov

**From:** Daniel Keester  
**Sent:** Wednesday, March 4, 2015 9:48 AM  
**To:** Eddie Beecher; Alessandra Delfico  
**Subject:** Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

Eddie/ Alessandra,

Attached please find a copy of a Sidewalk Easement. This easement agreement is for a sidewalk (the fields are blank & not signed off by the owner) and included in the word document is a survey for the above referenced project. The applicant has gone through the site plan approval process, and it was a condition of approval to provide this easement for a portion of an existing sidewalk that was unable to be within the right-of-way. After the City Attorney reviewed this for legal adequacy, he pointed out that Paragraph 2 provides for maintenance by the City and compliance with applicable ordinances. He recommended that I run this by both of you, to determine if this language should be altered, and if it should please provide recommendation for revisions so that I may forward it to the applicant.

He provided me with a copy of a sidewalk easement with the CRA (attached). Please advise on your recommendations for the language of maintenance (page 2, #4). The applicant is very motivated to get this easement reviewed/ approved by the City Commission, and recorded, please provide me a reply at your earliest convenience.



**Daniel Keester**  
*Planner*  
Daniel.Keester@copbfl.com  
954.786.5541  
pompanobeachfl.gov

## Daniel Keester

---

**From:** Alessandra Delfico  
**Sent:** Wednesday, March 04, 2015 12:16 PM  
**To:** Daniel Keester  
**Subject:** RE: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue  
**Attachments:** FW: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue; RE: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

Mike and Rob are okay with it. So I am also.



**Alessandra Delfico, PE, CFM**  
*City Engineer*  
alessandra.delfico@copbfl.com  
954.786.4144  
pompanobeachfl.gov

**From:** Alessandra Delfico  
**Sent:** Wednesday, March 4, 2015 9:56 AM  
**To:** Michael Carter; Robert McCaughan  
**Cc:** Daniel Keester  
**Subject:** FW: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

Mike and Rob are you okay with this?



**Alessandra Delfico, PE, CFM**  
*City Engineer*  
alessandra.delfico@copbfl.com  
954.786.4144  
pompanobeachfl.gov

**From:** Daniel Keester  
**Sent:** Wednesday, March 4, 2015 9:48 AM  
**To:** Eddie Beecher; Alessandra Delfico  
**Subject:** Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

Eddie/ Alessandra,

Attached please find a copy of a Sidewalk Easement. This easement agreement is for a sidewalk (the fields are blank & not signed off by the owner) and included in the word document is a survey for the above referenced project. The applicant has gone through the site plan approval process, and it was a condition of approval to provide this easement for a portion of an existing sidewalk that was unable to be within the right-of-way. After the City Attorney reviewed this for legal adequacy, he pointed out that Paragraph 2 provides for maintenance by the City and compliance with applicable ordinances. He recommended that I run this by both of you, to determine if this language should be altered, and if it should please provide recommendation for revisions so that I may forward it to the applicant.

He provided me with a copy of a sidewalk easement with the CRA (attached). Please advise on your recommendations for the language of maintenance (page 2, #4). The applicant is very motivated to get this

easement reviewed/ approved by the City Commission, and recorded, please provide me a reply at your earliest convenience.



CITY OF POMPANO BEACH  
BROWARD COUNTY  
FLORIDA

DEVELOPMENT ORDER

PLANNING AND ZONING NO. 14-12000042

---

A DEVELOPMENT ORDER ISSUED BY THE PLANNING AND ZONING BOARD (LOCAL PLANNING AGENCY) OF THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, PURSUANT TO CHAPTER 155 OF THE CODE OF ORDINANCES; APPROVING WITH CONDITIONS THE APPLICATION FOR DEVELOPMENT PERMIT FOR **DUKE – 27 AVENUE, LLC.**

WHEREAS, Section 155.2407, of the Code of Ordinances, defines the project referenced above as a Major Review; and

WHEREAS, Section 155.2204, of the Code of Ordinances, authorizes the Planning and Zoning Board (Local Planning Agency) to issue a final development order for the subject project to construct two new buildings for office and industrial warehouse uses. The overall site will consist of a 178,992 square foot building foot print on a 492,681 square foot (11.31 acre) site (36.33% lot coverage) on the property located at 3201 NW 27 Avenue; more specifically described in the legal description below.

PARCEL 1:

PARCELS A AND B OF ROCK PLAKE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, PAGE 129, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCEPT FROM PARCEL B, THAT PORTION OF WHICH WAS CONVEYED BY DEED RECORDED IN O.R. BOOK 45147, PAGE 389.

PARCEL 2:

PERMANENT, PERPETUAL, NON-EXCLUSIVE EASEMENT THAT BENEFITS PARCEL 1 AS DELINEATED IN GRANT OF DRAINAGE EASEMENT RECORDED IN O.R. BOOK 38898, PAGE 981, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:

EASEMENTS THAT BENEFIT PARCEL 1 AS DELINEATED IN DECLARATION OF CONVENANTS AND RESTRICTIONS FOR PREMIER TURNPIKE PARK RECORDED IN O.R. BOOK 45213, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, CONTAINING 1,163,343 SQUARE FEET, (26.7067 ACRES) MORE OR LESS.

WHEREAS, the Development Review Committee has met to review this project and has provided the applicant with written comments; and

WHEREAS, the Application for Development Permit is not in compliance with the applicable standards and minimum requirements of this Code, but the developer has agreed in writing that no building permit will be issued until those conditions the Development Services Director finds reasonably necessary to insure compliance are met; and

WHEREAS, copies of the survey and final site plan are on file with the Department of Development Services, stamped with the meeting date of December 17, 2014.

