

Meeting Date: September 8, 2015

Agenda Item 17

REQUESTED COMMISSION ACTION:

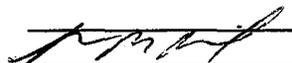
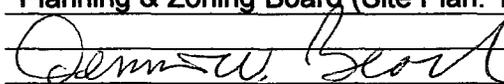
Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PERPETUAL PUBLIC EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY; PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

Summary: The applicant has received site plan approval for the property located at 801 NW 33<sup>rd</sup> Street. Condition #2 on the applicant's development order required a public easement be executed in order to meet code requirements. The easement runs parallel to the NW 8<sup>th</sup> Avenue right-of-way, along the eastern property line. The City Engineer & Risk Manager have reviewed the agreement and had no objections.

- (1) Origin of request for this action: South Florida Regional Transportation Authority
- (2) Primary staff contact: Daniel Keester/ Robin Bird Ext. 5541
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	8/21/2015	Approval	
City Attorney	7/6/2015		CAC: #2015-1161
<input checked="" type="checkbox"/> Advisory Board			
<input checked="" type="checkbox"/> City Manager 			<u>Planning &amp; Zoning Board (Site Plan: 14-12000044)</u> 

**ACTION TAKEN BY COMMISSION:**

Ordinance	Resolution	Consideration	Workshop
1 <sup>st</sup> Reading	1 <sup>st</sup> Reading	Results:	Results:
2 <sup>nd</sup> Reading			



**City Attorney's Communication #2015-1161**  
July 6, 2015

**TO:** Daniel T. Keester, Planner  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution – Perpetual Public Right-of-Way Easement

As requested in your memorandum of June 26, 2015, Department of Development Services Memorandum #15-341, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PERPETUAL PUBLIC RIGHT-OF-WAY EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY; 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/2015-1161

Attachments

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 PERPETUAL PUBLIC RIGHT-OF-WAY EASEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the South Florida Regional Transportation Authority is the owner of a parcel of real property and has agreed to grant a perpetual public right-of-way easement to the City; and

**WHEREAS,** the City Commission has determined that the best interests of the public will be served by accepting and acquiring the rights being conveyed by the grant of easement; now, therefore,

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

**SECTION 1.** That the City of Pompano Beach accepts the grant of easement from the South Florida Regional Transportation Authority for the property described in said Easement Agreement, a copy of which is attached hereto and made a part hereof as if set forth in full, for the consideration of \$10.00. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the South Florida Regional Transportation Authority.

**SECTION 2.** That it is the determination of the City Commission of the City of Pompano Beach, Florida, that the acceptance and acquisition of the aforesaid property right is for a public purpose.

**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  
7/6/15  
l:reso/2015-409

PREPARED BY:

**SIDEWALK EASEMENT  
AGREEMENT**

THIS AGREEMENT, made this 8 day of September, 2015, by the South Florida Regional Transportation Authority (OWNER), and the City of Pompano Beach, Florida (CITY), a Florida municipal corporation (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 public sidewalk;

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 a public sidewalk as well as a landscape area in, on, over, under, through and across the Easement Premises.

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

(B) Exercise such other reasonable and implied rights granted by this Agreement, including the incidental right to enter upon the immediately 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 landscaping in and on the Easement Premises is the responsibility of the OWNER and maintenance of the sidewalk on the Easement Premises is the responsibility of OWNER, its successors and assigns.

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 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 the immediately 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

(C) 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 As To Form:

\_\_\_\_\_  
MARK E. BERMAN, 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

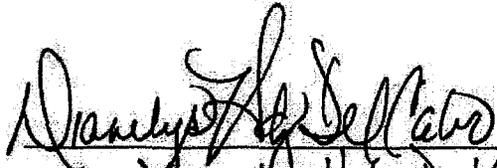
[END OF SIGNATURES]

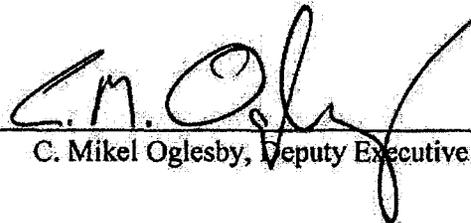
IN WITNESS WHEREOF, Grantor has hereunto set their hand the day and year first above written.

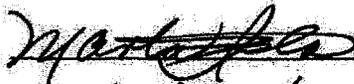
**"GRANTOR":**

Witnesses:

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

  
Print Name: Dianelys Hdz. Del Calvo

BY:   
C. Mikel Oglesby, Deputy Executive Director

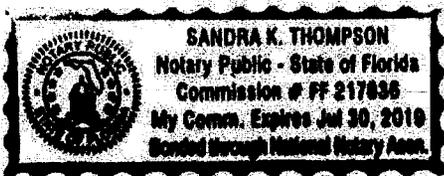
  
Print Name: Marta Isla

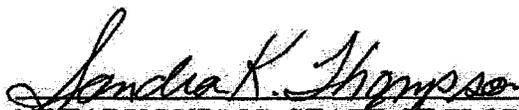
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July 2015, by C. Mikel Oglesby, as Deputy Executive Director of the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, who is known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF FLORIDA

Sandra K. Thompson  
(Name of Acknowledger Typed, Printed or Stamped)

FF 217836  
Commission Number

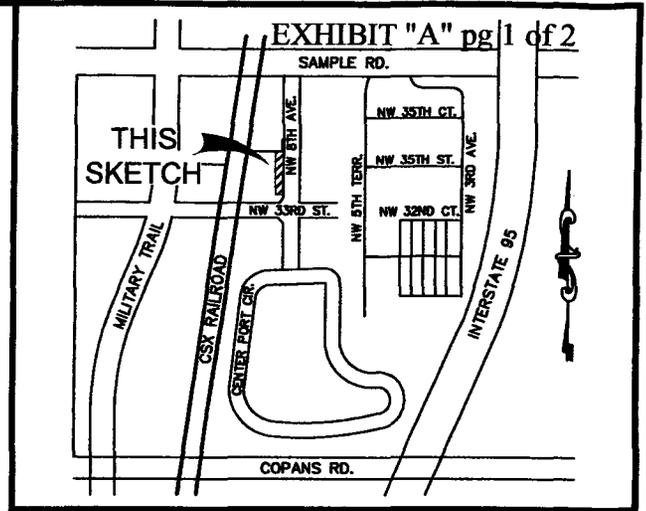
Exhibit "A"  
EASEMENT PREMISES  
LEGAL DESCRIPTION

**LEGAL DESCRIPTION:**

A SIDEWALK EASEMENT, BEING 20.00 FEET IN WIDTH, LYING WITHIN PARCEL "A" OF THE PLAT OF MORNINGSTAR LAKE PARCELS, AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WESTERN MOST NORTHWEST CORNER OF SAID PARCEL "A", THENCE NORTH 88°40'37" EAST ON THE NORTHERLY LINE OF SAID PARCEL "A", 285.52 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NW 8TH AVENUE; THENCE SOUTH 03°26'09" WEST ON SAID RIGHT-OF-WAY LINE, 69.90 FEET TO THE POINT OF BEGINNING. THENCE, CONTINUING ON THE SAID RIGHT-OF-WAY LINE, SOUTH 03°26'09" WEST, 119.50 FEET; THENCE SOUTH 01°17'41" EAST, 310.53 FEET; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 88°42'19" WEST, 20.00 FEET; THENCE NORTH 01°17'41" WEST, 311.36 FEET; THENCE NORTH 03°26'09" EAST, 120.32 FEET; THENCE SOUTH 86°33'51" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 8,617.1 SQUARE FEET, MORE OR LESS.



**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 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°40'37" EAST ALONG THE NORTHERLY LINE OF PARCEL "A", MORNINGSTAR LAKE PARCELS, AS RECORDED IN PLAT BOOK 144, ON PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
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"= 60' 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 4, 2015 MEETS THE STANDARDS OF PRACTICE (FORMERLY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

LEE POWERS  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION No. 6085  
STATE OF FLORIDA

**SKETCH & DESCRIPTION  
SIDEWALK EASEMENTS**

SFRTA POMPANO BEACH TRI-RAIL  
STATION

POMPANO BEACH BROWARD COUNTY FLORIDA

**KEITH**  
ASSOCIATES, INC.  
consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 07600.01 - Sidewalk Easement.dwg

DATE 06/04/15

SCALE 1"=60'

FIELD BK. N/A

DWNG. BY LKP

CHK. BY LKP

DATE	REVISIONS
06/18/15	COMBINE EASEMENTS

N88°40'37"E 285.52'

NORTHERLY LINE PARCEL "A"  
(BEARING BASIS)

P.O.C.  
WESTERN MOST N.W. CORNER PARCEL "A",  
MORNINGSTAR LAKE PARCELS  
P.B. 144, PG. 22, B.C.R.

SOUTHERN BELL EASEMENT  
PER O.R.B. 18162, PG. 671, B.C.R.

S86°33'51"E  
20.00'

S03°26'09"W 69.90'

POINT OF BEGINNING

N03°26'09"E 120.32'

S03°26'09"W 119.50'

10' SOUTHERN BELL EASEMENT  
PER O.R.B. 18162, PG. 671, B.C.R.

MORNINGSTAR LAKE PARCELS  
PARCEL "A"  
P.B. 144, PG. 22, B.C.R.

WATER & SANITARY EASEMENT  
PER O.R.B. 18361, PG. 986, B.C.R.

N01°17'41"W 311.36'

S01°17'41"E 310.53'

10' SOUTHERN BELL EASEMENT  
PER O.R.B. 18162, PG. 671, B.C.R.

N.W. 8TH AVENUE  
60' R/W PER O.R.B. 18805, PG. 634

WEST R/W LINE  
N.W. 8TH AVENUE

EAST RIGHT-OF-WAY LINE

**LEGEND:**

- B.C.R. BROWARD COUNTY RECORDS
- LB FLORIDA LICENSED BUSINESS NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT OF WAY
- P.B. PLAT BOOK
- PG. PAGE

S86°42'19"W  
20.00'

1 INCH = 60 FEET

**SKETCH & DESCRIPTION  
SIDEWALK EASEMENTS**

SFRTA POMPANO BEACH TRI-RAIL  
STATION

POMPANO BEACH BROWARD COUNTY FLORIDA

**KEITH ASSOCIATES**  
consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2  
DRAWING NO. 07600.01 - Sidewalk Easement.dwg

DATE 06/04/15

SCALE 1"=60'

FIELD BK. N/A

DWNG. BY LKP

CHK. BY LKP

DATE	REVISIONS
06/18/15	COMBINE EASEMENTS

## Daniel Keester

---

**From:** Alessandra Delfico  
**Sent:** Friday, June 26, 2015 2:52 PM  
**To:** Daniel Keester; Eddie Beecher  
**Subject:** RE: P&Z #14-12000044 - Sidewalk Easement

Now I remember this one.  
It looks okay.



---

**From:** Daniel Keester  
**Sent:** Friday, June 26, 2015 2:50 PM  
**To:** Alessandra Delfico; Eddie Beecher  
**Subject:** RE: P&Z #14-12000044 - Sidewalk Easement

Alessandra,

The attached site plan was the approved by the Planning & Zoning Board, for this project. The site plan does not show an easement, as it was a condition of approval to submit a sidewalk easement. Please let me know if you have any additional questions.

Daniel

---

**From:** Alessandra Delfico  
**Sent:** Friday, June 26, 2015 11:16 AM  
**To:** Daniel Keester; Eddie Beecher  
**Subject:** RE: P&Z #14-12000044 - Sidewalk Easement

Do you have something that shows the plan of the sidewalk in the easement?



---

**From:** Daniel Keester  
**Sent:** Friday, June 26, 2015 10:47 AM  
**To:** Alessandra Delfico; Eddie Beecher  
**Subject:** FW: P&Z #14-12000044 - Sidewalk Easement

Alessandra/ Eddie,

Attached please find a copy of a Sidewalk Easement. This easement agreement is in the word document for a sidewalk (the fields are obviously blank & not signed off by the owner) also included is a survey for the easement area. 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. In the past, the City Attorney has requested these agreements be reviewed by both of you, to determine if this language should be altered. Should you have any comments please provide recommendation for revisions so that I may forward it to the applicant.

Also included are two copies of recently approved sidewalk easements. 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.



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**From:** Serig Charles E [<mailto:SerigC@sfrta.fl.gov>]  
**Sent:** Friday, June 19, 2015 2:50 PM  
**To:** Daniel Keester  
**Cc:** Creed Brandy; Mazza Dan; Olson Jeffrey; Pratt Andrew  
**Subject:** FW: P&Z #14-12000044 - Sidewalk Easement

Mr. Keester, on behalf of the SFRTA, please see the attached revised Sidewalk Easement Agreement and email comments below as well as the attached revised Sidewalk Easement Drawing for your review and use. Should you have any further comments, please notify me.

Regards,

Chuck

Charles E. Serig, RA  
T-Y-LININTERNATIONAL  
CE&I Services  
**SFRTA**  
800 NW 33rd Street  
Pompano Beach, FL 33064  
Direct Line: 954-788-7892  
Cell: 305-781-2285  
Fax: 954-942-3321

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**From:** Creed Brandy  
**Sent:** Tuesday, June 16, 2015 3:51 PM  
**To:** Serig Charles E; Pratt Andrew  
**Subject:** Fwd: P&Z #14-12000044 - Sidewalk Easement

## Daniel Keester

---

**From:** Eddie Beecher  
**Sent:** Friday, June 26, 2015 3:22 PM  
**To:** Daniel Keester; Alessandra Delfico  
**Subject:** RE: P&Z #14-12000044 - Sidewalk Easement

Daniel,

I appreciate you taking the time to further explain the situation in this matter. Risk Management has no problem with the agreement and approves same.

Thank you,  
Ed

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**From:** Daniel Keester  
**Sent:** Friday, June 26, 2015 10:47 AM  
**To:** Alessandra Delfico; Eddie Beecher  
**Subject:** FW: P&Z #14-12000044 - Sidewalk Easement

Alessandra/ Eddie,

Attached please find a copy of a Sidewalk Easement. This easement agreement is in the word document for a sidewalk (the fields are obviously blank & not signed off by the owner) also included is a survey for the easement area. 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. In the past, the City Attorney has requested these agreements be reviewed by both of you, to determine if this language should be altered. Should you have any comments please provide recommendation for revisions so that I may forward it to the applicant.

Also included are two copies of recently approved sidewalk easements. 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.



---

**From:** Serig Charles E [<mailto:SerigC@sfrta.fl.gov>]  
**Sent:** Friday, June 19, 2015 2:50 PM  
**To:** Daniel Keester  
**Cc:** Creed Brandy; Mazza Dan; Olson Jeffrey; Pratt Andrew  
**Subject:** FW: P&Z #14-12000044 - Sidewalk Easement

Mr. Keester, on behalf of the SFRTA, please see the attached revised Sidewalk Easement Agreement and email comments below as well as the attached revised Sidewalk Easement Drawing for your review and use. Should you have any further comments, please notify me.

CITY OF POMPANO BEACH  
BROWARD COUNTY  
FLORIDA

DEVELOPMENT ORDER

PLANNING AND ZONING NO. 14-12000044

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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 THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY.

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 a 79,254 square foot three story operations center and a four story parking garage for a total building foot print of 75,007 square feet on a 4.41 acre site. The property is located at 3301 NW 8<sup>th</sup> Avenue; more specifically described in the legal description below.

A PORTION OF PARCEL "A", MORNINGSTAR LAKE PARCELS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 144, ON PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERN MOST NORTHWEST CORNER OF SAID PLAT; THENCE NORTH 88°40'37" EAST ALONG A NORTH LINE OF SAID PARCEL "A", SAID NORTH LINE ALSO BEING THE SOUTH LINE OF LOT 2, EVERETT SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 93, ON PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 285.52 FEET; THENCE DEPARTING SAID NORTH AND SOUTH LINE AND ALONG THE EAST LINE OF SAID LOT 2 AND WESTERLY LINE OF SAID PARCEL "A", NORTH 01°17'41" WEST, A DISTANCE OF 208.79 FEET; THENCE DEPARTING SAID EAST AND WESTERLY LINE AND ALONG THE NORTH LINE OF SAID PARCEL "A", NORTH 88°42'18" EAST, A DISTANCE OF 19.90 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NW. 8TH AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 18806, ON PAGE 634 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY LINE AND ALONG SAID WEST RIGHT -OF -WAY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 03°26'09" WEST, 398.90 FEET; (2) SOUTH 01°17'41" EAST, 347.96 FEET; (3) SOUTH 43°40'52" WEST, 42.41 FEET TO A POINT ON THE NORTH RIGHT -OF-WAY LINE OF N.W.

DEVELOPMENT ORDER

Planning and Zoning Board/Local Planning Agency

Planning and Zoning No. 14-1200044 South Florida Regional Transportation Authority

Page 2

33RD STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 18806, ON PAGE 634 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT -OF-WAY LINE, SOUTH 88°39'25" WEST, A DISTANCE OF 364.16 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "A", SAID WEST LINE ALSO BEING THE EAST RIGHT -OF-WAY LINE OF THE C.S.X. RAILROAD; THENCE DEPARTING SAID SOUTH RIGHT -OF-WAY LINE AND ALONG SAID EAST AND WEST LINE, NORTH 10°48' 49" EAST, A DISTANCE OF 579.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 192,285 SQUARE FEET (4.41) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOT "D", BLOCK 1, NEW COVENANT CHURCH PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 105, ON PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, LESS THE SOUTH 65 FEET OF LOT "D", LESS RIGHT -OF-WAY FOR NORTH ANDREWS AVENUE EXTENSION DEEDED TO THE CITY OF POMPANO BEACH AS RECORDED IN OFFICIAL RECORDS BOOK 45574 ON PAGE 785 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CONTAINING 56,004 SQUARE FEET (1.29) ACRES MORE OR LESS, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

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 March 25, 2015.

The Application for Development Permit is hereby approved by the Planning and Zoning Board (Local Planning Agency) subject to the following conditions and bases therefore:

DEVELOPMENT ORDER

Planning and Zoning Board/Local Planning Agency

Planning and Zoning No. 14-12000044 South Florida Regional Transportation Authority

Page 3

1. Plat note amendment specifically limits development on the site to 79,000 sf of office use. Reduce the size of the building to comply with the plat note, or submit a plat note amendment.
2. The proposed public sidewalk along N.W. 8th Avenue must be located within the public street right-of-way or provide a public easement.
3. Revise photometric plans (SL 1.00) to include the light intensity reading along the property lines.
4. Building Base Plantings, as required by 155.5203 E, are not rendered as required by code. Revise plans to include the base building plantings because the calculations provided on sheet L101 does not comply with code, or seek relief.
5. The address must be revised to be NW 33rd Street, based on the orientation of the building, prior to building permit approval.
6. Structural Elements not intended for human occupancy may extend beyond the permitted 45 feet height maximum provided that they extend by no more than 25 percent of the height limit, as per 155.9402.B.2.
7. Provide the calculation of the percentage of fenestration/ transparency of each street facing façade of the ground level on the elevations, as per 155.5602.C.7.a.
8. Applicant shall provide evidence that the project will achieve at least twelve sustainable development points, prior to building permit approval.
9. Landscape & irrigation plans must meet zoning code requirements.
10. Building permit approval is subject to the City Commission approval of the rezoning application from I-1/PCI to I-1.

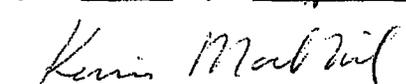
Be advised that pursuant to Section 155.2407 (G) of the Pompano Beach Code of Ordinances, a DEVELOPMENT ORDER for a site plan application shall remain in effect for a period of 24 months from the date of its issuance.

Heard before the Planning and Zoning Board/Local Planning Agency and Ordered this 25<sup>th</sup> day of March, 2015.

  
Jim Beeson  
Chairman

Planning and Zoning Board/Local Planning Agency

Filed with the Advisory Board Secretary this 7<sup>th</sup> day of April, 2015.

  
KERRIE MACNEIL  
Zoning Technician