Meeting Date:	September 21, 2015	Age _	enda Item5	
REQUESTED CO	OMMISSION ACTION:			
X Consent	Ordinance	X Resolution	Consideration/ Discussion	Presentation ——
SHORT TITLE	FLORIDA, APPROVII A SIDEWALK EASEN	NG AND AUTHORIZIN MENT AGREEMENT B D BEACH COMMUNIT	ON OF THE CITY OF PO NG THE PROPER OFFICI ETWEEN THE CITY OF I Y REDEVELOPMENT AG	ALS TO EXECUTE POMPANO BEACH
Summary of	Purpose and Why	':		
Pompano Beac Hammondville F Utilities Departn recommends ap	h Community Redevel Road (see Exhibit "B"). nent to conduct routine	opment Agency ("CF This easement will a	to accept a sidewalk earce RA") for property located allow the City's Public W oposed improvements. S	l at 800 /orks and
(2) Primary staff		Dennis W. Bea	Ext. 786-4601	
• •	and source of funding:	No costs.	\	Y
DEPARTMENTAL COORDINATION City Attorney		DEPARTMENTAL RECOMMENDATION 2015-1355		HEAD SIGNATURE
V Finance Direct			0-1-100	
X Finance Direct X City Manager	7	Jenn	w sen	
	BY COMMISSION:		•	
Ordinance Workshop 1st Reading	Resolution 1st Readir	_	<u>Consideration</u> Results:	Results:
2 nd Reading			**************************************	



CITY MANAGER'S OFFICE

Horacio Danovich, CIP Engineer

E: horacio.danovich@copbfl.com | P: 954.786.7834 | F: 954.786.7836

MEMORANDUM

July 30, 2015

TO:

City Commission

THRU:

Dennis W. Beach, City Manager

FROM:

Horacio Danovich, CIP Engineer

<u>Issue</u>

Staff is seeking City Commission approval to accept a sidewalk easement from the Pompano Beach Community Redevelopment Agency ("CRA") for property located at 800 Hammondville Road (see exhibit "B").

Recommendation

Staff recommends Approval.

Background

Staff is seeking City Commission approval to accept an easement from the Pompano Beach Community Redevelopment Agency ("CRA"). This easement is necessary to construct sidewalk, landscape and utilities improvements such that the City's Public Works and Utilities Departments can operate and maintain said improvements.

Staff recommends approval of this resolution.



City Attorney's Communication #2015-1355 July 28, 2015

TO:

Horacio Danovich, CIP Engineer

FROM:

Gordon B. Linn, City Attorney

RE:

Easement Agreements

As requested in your e-mail to me of July 24, 2015, I have prepared and attached hereto two resolutions authorizing execution of sidewalk easement agreements between the City and the Pompano Beach Community Redevelopment Agency located at 800 Hammondville Road situated east and west of NW 8th Avenue.

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

GØRDON B. LINN

/jrm

1:cor/cra/2015-1355

Attachments

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 THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pompano Beach Community Redevelopment Agency is the owner of real property located at 800 Hammondville Road, and has agreed to grant a sidewalk easement to the City situated east of NW 8th Avenue; 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 Pompano Beach Community Redevelopment Agency 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 Pompano Beach Community Redevelopment Agency.

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 rights are for a public purpose.

SECTION 3. This Resolution sl	nall become effective upor	passage.
PASSED AND ADOPTED this _	day of	, 2015.
	LAMAR FISHER, MA	AYOR
TTEST:		

GBL/jrm 7/28/15 1:reso/2015-436

PREPARED BY:

Pompano Beach CRA
P. O. Drawer 1300
Pompano Beach, Florida 33061

SIDEWALK EASEMENT AGREEMENT

THIS AGREEMENT, made this day o	f, 2015, by Pompano
Beach Community Redevelopment Agency (OWNER), and the City of Pompano Beach, Florida
(CITY), a political subdivision of the State of Florida (col	lectively, 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 "B" 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. <u>EASEMENT GRANTED.</u> 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. <u>RIGHTS GRANTED.</u> 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 all adjoining lands owned by the OWNER to perform sidewalk and landscape installation and responsibilities set forth herein.
- 3. <u>RIGHT TO USE</u>. 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. <u>MAINTENANCE</u>. Maintenance of the landscaping in and on the Easement Premises is the responsibility of the CITY and maintenance of the sidewalk on the Easement Premises is the responsibility of OWNER, its successors and assigns as required by City Ordinance Section 100.02 of the City Code of Ordinances for maintenance of sidewalks.
- 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. <u>LIMITATION OF USE</u>. 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. <u>DUE CARE.</u> 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. <u>OTHER EASEMENTS.</u> 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.

	<u>"CITY":</u>
Witnesses:	CITY OF POMPANO BEACH
	By:LAMAR FISHER, MAYOR
	By: DENNIS W. BEACH, CITY MANAGER

(SEAL)

Approved by:

MARK BERMAN, CITY ATTORNEY

ASCELETA HAMMOND

Attest:

STATE OF FLORIDA COUNTY OF BROWARD

V. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk unicipal corporation, on behalf of the municipal corporation, who is person
NOTARY PUBLIC, STATE OF FLORIDA
(Name of Acknowledger Typed, Printed or Stamped)
Commission Number
"OWNER":
POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
By:
-
_ ATTEST:
Margaret Gallagher, Secretary
EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC a Florida limited liability company
By: MetroStrategies, Inc., a Florida corporation a managing member
By:Kim Briesemeister, President
and
By: Christopher J. Brown a managing member

STATE OF FLORIDA COUNTY OF BROWARD

	The	foregoing	instrument was	acknowledged before me this MAR FISHER as Chairman of the Pompano Beach Co	day of
Redeve	lopme	nt Agency, w	ho is personally kno		
NOTAF	RY'S S	SEAL:		NOTARY PUBLIC, STATE OF FLORIDA	
				(Name of Acknowledger Typed, Printed or Stamped)	
				Commission Number	
		LORIDA BROWARI)		
	The nity R		, 2015 by MA	acknowledged before me this	day of o Beach
NOTAR	RY'S S	SEAL:		NOTARY PUBLIC, STATE OF FLORIDA	
				(Name of Acknowledger Typed, Printed or Stamped)	
				Commission Number	
		LORIDA F BROWAI	RD.		
	The	foregoing		acknowledged before me this	day of
Managi compar	_	ember of R She		nagement Associates, LLC on behalf of the limited	-
NOTA	RY'S	SEAL:		NOTARY PUBLIC, STATE OF FLORIDA	,,
				(Name of Acknowledger Typed, Printed or Stampe	ed)
				Commission Number	ing the second s

STATE OF FLORIDA COUNTY OF BROWARD

Т	he	forego	oing	instr		was 2015,			_						aging		-	of of
Redevelopersonal (type of	ly k	nown	to n	ne or	Asso who	ciates, has p	LLC	C, on										
NOTAR	Y'S	SEAL	•				NO	OTAF	RY PU	JBLI	C, S	TATI	E OF	FLOF	RIDA			
							(N	ame (of Acl	cnow	ledg	er Ty	ped,	Printe	d or S	ltamp	ed)	
							Co	mmi	ssion]	Num	ber				······································			

LEGAL DESCRIPTION:

THAT CERTAIN PARCEL OF LAND LYING WITHIN THE EAST 150.00 FEET OF THE EAST ONE—HALF (E. ½) OF THE SOUTH ONE—HALF (S. ½) OF THE NORTHWEST ONE—QUARTER (N.W. ¼) OF THE SOUTHWEST ONE—QUARTER (S.W. ¼) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, SAID PARCEL OF LAND BOUNDED ON THE NORTH BY THE SOUTH RIGHT—OF—WAY LINE OF HAMMONDVILLE ROAD, (DR. MARTIN LUTHER KING JR. BOULEVARD), AND BOUNDED ON THE SOUTH BY A LINE BEING 4.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT—OF—WAY LINE.

SAID LANDS LYING WITHIN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

M.L.K. BOULEVARD

THIS SKETCH

N.W. 7TH TERRACE

Exhibit "B"

NOT TO SCALE

SURVEY NOTES:

- THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
- 2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
- THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SËAL 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.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 7. THE INTENDED DISPLAY SCALE FOR THIS SURVEY IS 1"= 40' 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 SURVEYED UNDER MY DIRECTION ON APRIL 8, 2014 MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC. CONSULTING ENGINEERS

MICHAEL M. MOSSEY

PROFESSIONAL SURVEYOR AND MAPPER

M. Mount

REGISTRATION No. 5660 STATE OF FLORIDA

SKETCH & DESCRIPTION

RIGHT-OF-WAY
A PORTION OF
SECTION 35, TOWNSHIP 48
SOUTH, RANGE 42 EAST

CITY OF POMPANO BEACH BROWARD COUNTY FLORIDA

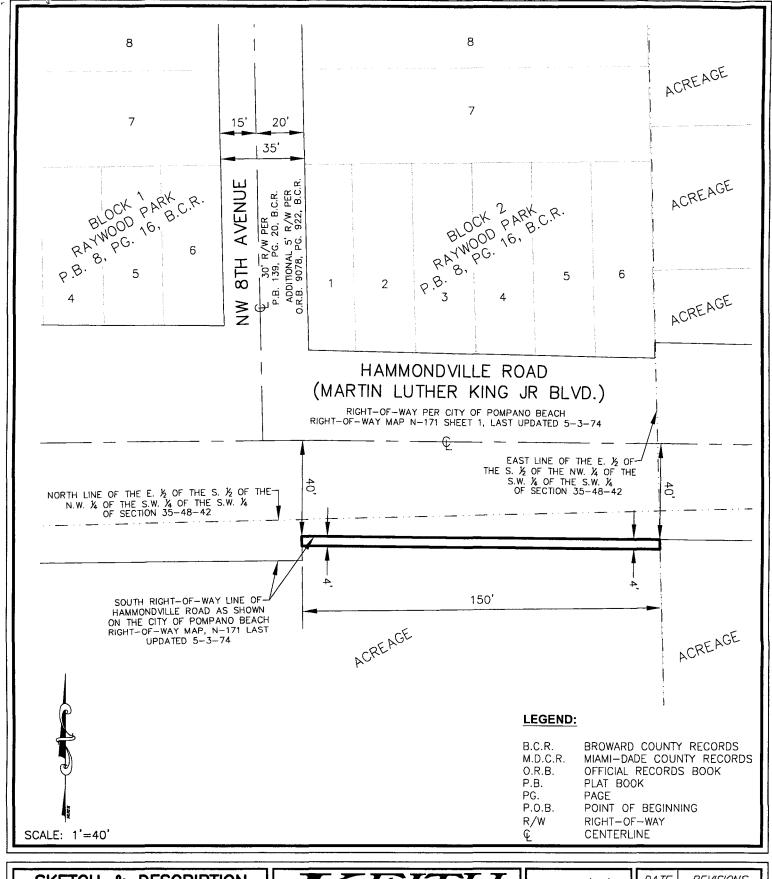
EITE	Ŧ
ASSOCIATES IN	Ĉ.

CONSUITING 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. 1 REV RIGHT-OF-WAY SKETCH & DESCRIPTION.dwg

<i>DATE</i> 04/08/14	DATE	REVISIONS
SCALE 1"=40'		
FIELD BK. N/A		
DWNG. BY D.D.B.		
CHK. BY M.M.M.		



SKETCH & DESCRIPTION

RIGHT-OF-WAY
A PORTION OF
SECTION 35, TOWNSHIP 48
SOUTH, RANGE 42 EAST

CITY OF POMPANO BEACH BROWARD COUNTY FLORIDA

EITH 8 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 2 OF 2

DRAWING NO. REV RIGHT-OF-WAY SKETCH & DESCRIPTION.dwg

DATE 04/08/14	DATE	REVISIONS
SCALE 1"=40'		
FIELD BKN/A		
DWNG. BY D.D.B.		
CHK. BY M.M.M.		

PROPERTY TRANSFER INFORMATION SHEET

FOLIO / PROPERTY PARCEL I.D. #	484235000920
GRANTEE NAME: _	CITY OF PONJANO BEACH
SALE PRICE:	
% OF MORTGAGE EBEING USED AND \$ (i.e., ½ interest = #00000)	\mathcal{M}

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

Internal form - 5/2008