

Meeting Date: September 21, 2015

Agenda Item

5

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SIDEWALK EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Staff is seeking City Commission approval of a Resolution to accept a sidewalk easement from the Pompano Beach Community Redevelopment Agency ("CRA") for property located at 800 Hammondville Road (see Exhibit "B"). This easement will allow the City's Public Works and Utilities Department to conduct routine maintenance of proposed improvements. Staff recommends approval.

(1) Origin of request for this action: City Commission
(2) Primary staff contact: Dennis W. Beach/Horacio Danovich Ext. 786-4601
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: No costs.

DEPARTMENTAL COORDINATION DATE DEPARTMENTAL RECOMMENDATION DEPARTMENTAL HEAD SIGNATURE
City Attorney 8/13/15 2015-1355

X Finance Director
X City Manager

ACTION TAKEN BY COMMISSION: Ordinance Resolution Consideration
Workshop
1st Reading 1st Reading Results: Results:
2nd 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

Issue

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.



GORDON B. LINN

/jrm
l:cor/cra/2015-1355

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 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 shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

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

PREPARED BY:

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

**SIDEWALK EASEMENT
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2015, by **Pompano Beach Community Redevelopment Agency (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 "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. **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

(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. 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 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. 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

(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

(SEAL)

Approved by:

MARK BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 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":

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company
By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

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 _____ day of _____, 2015 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the 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 FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

PROPERTY TRANSFER INFORMATION SHEET

**FOLIO / PROPERTY /
PARCEL I.D. #** 484235000920

GRANTEE NAME: CITY OF POMEROY BEACH

SALE PRICE: 0

**% OF MORTGAGE BALANCE
BEING USED AND \$ AMOUNT:** 0

(i.e., 1/2 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.**