

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

Meeting Date: September 16, 2015

Agenda Item 2

REQUESTED CRA BOARD ACTION:

Resolution Consideration Approval Other

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

OR MOTION: _____

Summary of Purpose and Why:

Staff is seeking approval of an easement agreement with the CRA pertaining to a CRA-owned property located at 800 Hammondville Road (easement #2), between Dixie Highway to I-95 (see Exhibit "B"). This easement will facilitate the reconstruction of sidewalks, installation and upgrade of underground utilities, and landscape and lighting improvements in Downtown Pompano, a project has been targeted and identified in the CRA's master and finance plans for the Northwest CRA.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT

- (1) Origin of request for this action: Pompano Beach CRA
- (2) Primary staff contact: Horacio Danovich, CIP/CRA Engineer Ext. 7834
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: No cost.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
CRA Attorney		Approval	
_____	_____	_____	_____

- CRA Executive Director
- Director Finance Department

S. Subla

ACTION PREVIOUSLY TAKEN BY CRA BOARD: None

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
Results: _____	Results: _____	Results: _____
_____	_____	_____



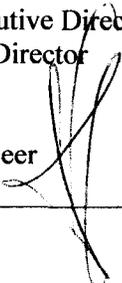
MEMORANDUM

July 21, 2015

TO: CRA Board

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

FROM: Horacio Danovich, CRA Engineer



Issue

The Community Redevelopment Agency ("CRA") is seeking CRA Board approval of a Resolution to execute a sidewalk easement.

Recommendation

The CRA Staff recommends Approval of the Resolution.

Background

The CRA is seeking CRA Board authorization to execute a Resolution to execute a sidewalk easement for property located at 800 Hammondville Road (easement #2, See Exhibit "B"). This property was recently acquired by the CRA.

This resolution will allow the CRA's contractor to make sidewalk improvements in front of the property as planned in the NWCRA's plan. Improvements include demolition, grading and earthwork, replacement of existing sidewalks, new landscape, and irrigation, new lighting, etc.

Staff recommends Approval of the Resolution.

RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

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

WHEREAS, the Pompano Beach Community Redevelopment Agency (“CRA”) is the owner of real property located at 800 Hammondville Road and has agreed to grant a sidewalk easement to the City of Pompano Beach (800 Hammondville Road Sidewalk Easement No. 2); and

WHEREAS, the CRA has determined that the best interests of the public will be served by this grant of easement; now, therefore,

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The CRA grants the 800 Hammondville Road Sidewalk Easement No. 2 described in the Sidewalk Easement Agreement (the “Agreement”), a copy of which is attached hereto and made a part hereof as if set forth in full. The proper officials are hereby authorized to execute said Agreement.

SECTION 2. It is the determination of the CRA that the grant of such sidewalk easement is for a public purpose.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

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

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

By: MetroStrategies, Inc., a Florida corporation
a managing member

By: _____
Kim Briesemeister, President

Print Name: _____

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

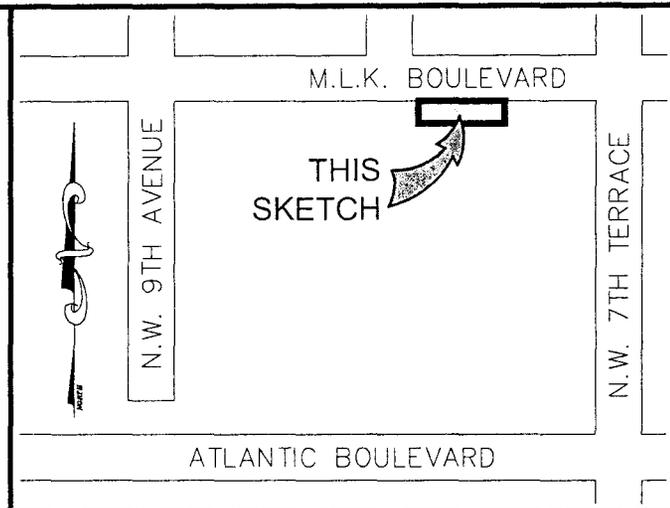
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

LEGAL DESCRIPTION:

THAT CERTAIN PARCEL OF LAND LYING WITHIN THE EAST 150.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) 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.



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. 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
REGISTRATION No. 5660
STATE OF FLORIDA

Exhibit "B"

SKETCH & DESCRIPTION

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

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

DATE 04/08/14

SCALE 1"=40'

FIELD BK. N/A

DWNG. BY D.D.B.

CHK. BY M.M.M.

DATE	REVISIONS

PROPERTY TRANSFER INFORMATION SHEET

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

GRANTEE NAME: CITY OF POMPANU BEACH

SALE PRICE: Ø

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

(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.