

2

PREPARED BY:
Gordon B. Linn, City Attorney
City of Pompano Beach
P. O. Box 2083
Pompano Beach, Florida 33061

**SIDEWALK EASEMENT
AGREEMENT**

THIS AGREEMENT, made this 4th day of December, 2012, by **TEPM Inc.** (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 "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 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:

(8)

(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

Betty J. Moner

By:

Lamar Fisher
LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By:

Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

(SEAL)

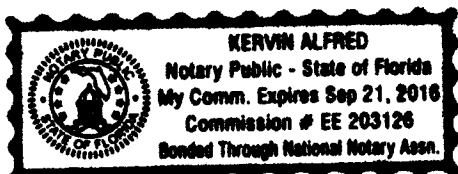
Approved by:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of December, 2012 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** 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:



Kervin Alfred
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"OWNER":

Witnesses:

H. Ido Malder

Print Name: H. Ido Malder

Courtney Gaskins

Print Name: Courtney Gaskins

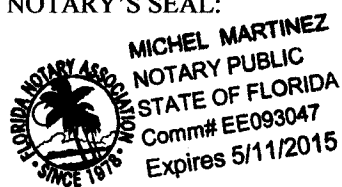
By: Thomas McMahon

Print Name: Thomas McMahon

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of October, 2012 by Thomas McMahon. He/she is personally known to me or who has produced NI (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Michel Martinez
(Name of Acknowledger Typed, Printed or Stamped)

EE 093047
Commission Number

GBL/jrm
9/5/12
l:agr/cra/2012-1548

Exhibit "A"

44

A PORTION OF THE PROPERTY DESCRIBED AS FOLIO NUMBER 484235080120 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING BOUNDED ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF NE 1ST AVENUE AND BOUNDED ON THE WEST THE EAST FACE OF THE BUILDING.

TOGETHER WITH:

A PORTION OF SAID PROPERTY BEING BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF NE 2ND STREET AND BOUNDED ON THE SOUTH BY THE NORTH FACE OF THE BUILDING.

44 (R-O-W)

THE EAST 5.0 FEET OF LOT 8, OF THE RESUBDIVISION OF LOT 15, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 76 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

3/19/12



Broward County Property Appraiser's Network



LORI PARRISH
BROWARD
COUNTY
PROPERTY
APPRAISER



Site Address	165 NE 1 AVENUE , POMPANO BEACH	ID #	4842 35 08 0120
Property Owner	T E P MINC	Millage	1511
Mailing Address	31 NE 1 ST POMPANO BEACH FL 33060	Use	11
Abbreviated Legal Description	TOWN OF POMPANO B-76 D LOT 8 E 53.2		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2011 Exemptions and Taxable Values to be reflected on Nov. 1, 2011 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2012	\$47,880	\$241,310	\$289,190	\$289,190	
2011	\$64,020	\$225,680	\$289,700	\$289,700	\$6,934.71
2010	\$64,020	\$245,250	\$309,270	\$307,210	\$7,349.24

IMPORTANT:

2012 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$289,190	\$289,190	\$289,190	\$289,190
Portability	0	0	0	0
Assessed/SOH	\$289,190	\$289,190	\$289,190	\$289,190
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$289,190	\$289,190	\$289,190	\$289,190

Sales History					Land Calculations		
Date	Type	Price	Book	Page	Price	Factor	Type
6/25/2003	WD*	\$212,500	35516	422	\$9.00	5,320	SF
7/2/2002	D*	\$100	33467	1987			
					Adj. Bldg. S.F. (See Sketch)		3936

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments

3/19/12



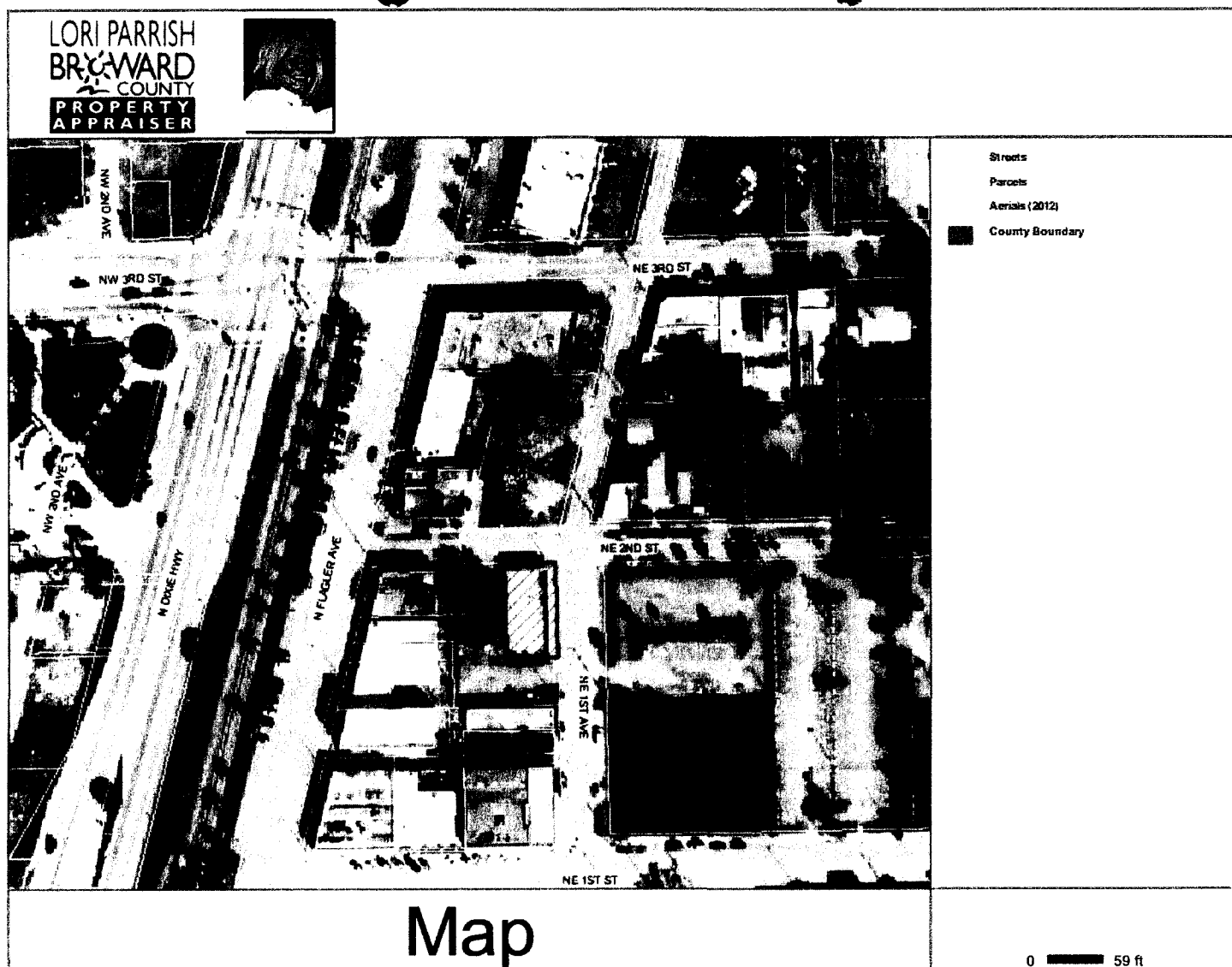
Board County Property Appraiser's Network



Fire	Garbage	Light	Drainage	Improvement	Safe
15					
C					
3936					

3/19/12

Map



Created on 3/19/2012 4:36:37 PM using ArcIMS 4.0.1. Source: Broward County Property Appraiser