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**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 **Cyrus Pettis** (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:

(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. Monis

By:

Lamar Fisher  
LAMAR FISHER, MAYOR

Shirley 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:

Shanda Duclerri

Print Name: Shanda Duclerri

Antionette Greene

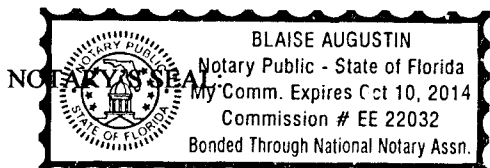
Print Name: Antionette Greene

By: Cyrus R. Pettis

Print Name: Cyrus R. Pettis

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of Oct., 2012 by Cyrus R. Pettis. He/she is personally known to me or who has produced (type of identification) as identification.



Blaise Augustin  
NOTARY PUBLIC, STATE OF FLORIDA  
Blaise Augustin  
(Name of Acknowledger Typed, Printed or Stamped)

10-10-2014  
Commission Number

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

Exhibit "A"

41

A PORTION OF THE PROPERTY DESCRIBED AS FOLIO NUMBER 484235001450 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF FLAGLER AVENUE AND THE WEST FACE OF THE BUILDING AND ITS NORTHERLY EXTENSION THEREOF.

TOGETHER WITH:

THE NORTH 5.50 FEET OF THE SOUTH 50.50 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF.

ALL LINES TO BE LENGTHENED OR SHORTENED TO MAINTAIN ONE CONTIGUOUS EASEMENT.

41 (RIGHT-OF-WAY)

A PORTION OF THE PROPERTY DESCRIBED AS FOLIO NUMBER 484235001450 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THE SOUTH 45.00 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF.

**DRC**

**PZ19-12000006  
5/5/2021**

- Layers
- ☒ Highways

☒ Major Roads

☐ Twn-Rng-Sec

☒ Municipalities

☐ City Limits

☐ Zip Codes

☐ CRA Boundaries

☐ Census Tracts

☐ City Zoning Codes

☐ County Land Use

☐ Comm Appraisal Districts

☐ Resid Appraisal Districts

☐ Subdiv. Number

☐ Subdiv. Name

☐ Pairing Codes
- No Sales
- ☒ Streets

☒ Parcels
- Aerials (2012)
- ☒ County Boundary



SELECTED PROPERTY-FOLIO: 484235001450  
Source: Broward County Property Appraiser

2012 AERIALS  
0 47 ft

<http://199.27.243.5/map.asp?cmd=SELECT&size=M&tool=SELECT&folio=4842350014...> 9/10/2012



|                               |   |         |                 |
|-------------------------------|---|---------|-----------------|
| Site Address                  | 200 N FLAGLER AVENUE , POMPAÑO BEACH  | ID #    | 4842 35 00 1450 |
| Property Owner                | PETTIS,CYRUS R  | Millage | 1511            |
| Mailing Address               | 1221 SW 59TH AVE PLANTATION FL 33317-4619   | Use     | 12              |
| Abbreviated Legal Description | 35-48-42 W1/2 OF BEG 81.85 W OF NW COR SE 1/4 OF SW1/4 OF SE1/4,N ALG RY 210,E 197,SW 210,W TO POB LESS N 100 |         |                 |

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   | \$67,970  | \$287,830 | \$355,800           | \$355,800            |            |
| 2011   | \$157,280 | \$166,710 | \$323,990           | \$323,990            | \$7,669.67 |
| 2010   | \$157,280 | \$181,180 | \$338,460           | \$338,460            | \$8,007.39 |

| 2012 Exemptions and Taxable Values by Taxing Authority |           |              |           |             |
|--|-----------|--------------|-----------|-------------|
|  | County    | School Board | Municipal | Independent |
| Just Value   | \$355,800 | \$355,800    | \$355,800 | \$355,800   |
| Portability  | 0         | 0            | 0         | 0           |
| Assessed/SOH   | \$355,800 | \$355,800    | \$355,800 | \$355,800   |
| 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  | \$355,800 | \$355,800    | \$355,800 | \$355,800   |

| Sales History                |      |           |       |      | Land Calculations |        |      |
|------------------------------|------|-----------|-------|------|-------------------|--------|------|
| Date                         | Type | Price     | Book  | Page | Price             | Factor | Type |
| 5/1/1984                     | WD   | \$150,000 | 11692 | 746  | \$7.00            | 9,710  | SF   |
| 7/1/1981                     | WD   | \$44,000  |       |      |                   |        |      |
| 1/1/1970                     | WD   | \$33,000  |       |      |                   |        |      |
|                              |      |           |       |      |                   |        |      |
|                              |      |           |       |      |                   |        |      |
| Adj. Bldg. S.F. (See Sketch) |      |           |       |      |                   | 3982   |      |

| Special Assessments |      |       |       |      |      |       |       |      |
|---------------------|------|-------|-------|------|------|-------|-------|------|
| Fire                | Garb | Light | Drain | Impr | Safe | Storm | Clean | Misc |
| 15                  |      |       |       |      |      |       |       |      |
| C                   |      |       |       |      |      |       |       |      |
| 3982                |      |       |       |      |      |       |       |      |