

PREPARED BY:

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

**SIDEWALK EASEMENT
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2019, 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 CITY, 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: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** 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 are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

OWNER

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Rex Hardin, Chairman

Print Name: _____

By: _____
Gregory P. Harrison, Executive Director

Print Name: _____

ATTEST:

_____ By: _____
Print Name: _____ Marsha Carmichael, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by REX HARDIN as Chairman of the Pompano Beach Community Redevelopment Agency, GREGORY P. HARRISON, Executive Director of the Pompano Beach Community Redevelopment Agency, MARSHA CARMICHAEL, Secretary of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit "B"

1

A PORTION OF THE PROPERTY DESCRIBED AS FOLIO NUMBER 484235000920 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 4.00 FEET OF THE EAST 150.00.

TOGETHER WITH:

THAT PORTION LYING IN THE WEST 183.07 FEET BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF HAMMONDVILLE ROAD, (DR. MARTIN LUTHER KING JR. BOULEVARD) AND ON THE SOUTH BY THE NORTH FACE OF THE BUILDING.

Parcel Information

Folio Number: **484235000920**

Owner: **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

Site Address: **800 HAMMONDVILLE RD
POMPANO BEACH FL 33062**

Legal: **35-48-42 E1/2 OF S1/2 OF NW1/4
OF SW1/4 OF SW1/4 S OF RD &
THAT PT OF E1/2 OF N1/2 OF
NW1/4 OF LOT 13 S OF
HAMMOND RD, LESS PT DESG
IN OR 8803/691 FOR RD**

Millage Code: **1512**

Use Code: **80**

Land Value: **\$ 569,080**

Building Value: **0**

Other Value: **0**

Total Value: **\$ 569,080**

SOH Capped Value: **\$ 569,080**

Homeschool Exempt. Amt: **\$ 0**

WVD Exempt. Amt: **\$ 0**

Other Exempt. Amt: **\$ 569,080**

Taxable Value: **\$ 0**

Sale Date 1: **10/21/2015**

Sale Price 1: **\$ 100**



NW 8TH AVE

NW 9TH AVE

NW 7TH TER

NW 8TH AVE

NW 8TH TER

PROPERTY TRANSFER INFORMATION SHEET

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

GRANTEE NAME: CITY OF PALM BEACH

SALE PRICE: Ø

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

(i.e., ½ 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.