

RESOLUTION NO. 2019-40

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A DONATION AGREEMENT FOR REAL PROPERTY BETWEEN THE CRA AND ATLANTIC RESIDENCES, LLC (DONOR); PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The Agreement between the Pompano Beach Community Redevelopment Agency and Atlantic Residences, LLC, relating to the donation of a historic, two-story home, a two-story detached garage, and several trees on the property located at 1736 East Atlantic Boulevard (Folio Numbers 484236012960 and 484236012970), Pompano Beach, Florida, 33060, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** The proper officials are hereby authorized to execute the Agreement.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of July, 2019.

  
\_\_\_\_\_  
**REX HARDIN, CHAIRPERSON**

**ATTEST:**

  
\_\_\_\_\_  
**MARSHA CARMICHAEL, SECRETARY**

## DONATION AGREEMENT

This Donation Agreement is made this 8th day of July, 2019, between Atlantic Residences, LLC (Donor), whose address is C/O PAAST, P.L., 255 Alhambra Circle, Suite 1100, Coral Gables, Florida 33134, and the Pompano Beach Community Redevelopment Agency (CRA), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, Donor is the owner of two parcels of real property in the City of Pompano Beach with Folio Numbers 484236012960 and 484236012970 (the Properties); and

WHEREAS, there are structures (the Structures) including a two-story home and a two-story detached garage, and trees on the Properties, which the CRA desires to preserve and move to property owned by the City of Pompano Beach (the City).

WHEREAS, Donor desires to donate the Structures to the CRA for the CRA's redevelopment purposes; and

NOW, THEREFORE, the parties agree as follows:

1. The recitals above are true and correct.
2. Donor agrees to transfer the fee simple title of the Structures to the CRA prior to October 1, 2019. The CRA agrees to pay the costs associated with transfer of the title to the Structures to the CRA including recordation costs.
3. Upon completion of the transfer of title to the CRA, the CRA will move the Structures at the CRA's expense to a location to be determined by the CRA.
4. In consideration of the preservation of the Structures, Donor agrees to donate \$28,000 to the CRA to defray the cost of moving the Structures, which amount shall be payable to the CRA within 60 days of completion of the relocation of the Structures.
5. Donor also agrees to allow the CRA to move and remove the trees identified on the attached Exhibit from the Properties that are either necessary to make space for the relocation of the Structures or will go towards the CRA's redevelopment efforts. Please see the attached exhibit outlining trees the CRA would like to move and remove. CRA shall be responsible for any and all tree removal and relocation costs, including any costs to remove trees around the Structures to allow for the Structures' relocation and any costs to remove trees along the Structures' relocation route.

Mitigation costs for the trees removed on the Properties shall be paid by the Donor to the City of Pompano Beach according to the standard terms of the City of Pompano Beach Zoning Code.

6. All trees and Structures will be removed from the Properties no later than Sunday January 26, 2020. The CRA shall provide a 60 day written notice to the Donor prior to relocation of the structures. In the event the CRA fails to move the Structures by January 26, 2020, this Agreement shall become null and void and fee simple title shall revert to the Donor.

7. The CRA shall engage a professional, experienced structure relocation company and tree removal company to perform the relocation of the Structures and removal/relocation of the trees. The companies engaged to perform these tasks shall provide evidence of insurance to Donor. In addition, the CRA shall obtain insurance for the relocation of the Structures and relocation of the trees and name Donor as an additional insured on the policy.

8. The CRA agrees to indemnify Donor from and against any loss, damage, claim, or suit arising out of the relocation of the Structures and removal and relocation of trees, including reasonable attorney's fees and court costs. For clarification, the Donor shall not be liable for anything related to the Structures or their relocation once fee simple title to the Structures is transferred to the CRA, including any potential damage or destruction to the Structures. The Donor agrees to transfer fee simple title to the Structures in an as-is, where-is condition and makes no representations whatsoever regarding the condition of the Structures or their suitability for any use or their ability to be relocated without being damaged or destroyed.

9. The CRA acknowledges Donor's donation of \$28,000, the Structures, and the trees referenced above are for a valid public purpose. Moreover, the CRA agrees to cooperate with Donor to provide necessary information and forms so that Donor may claim an Internal Revenue Service tax deduction for the donation of \$28,000, the Structures, and the trees under section 170(c)(1) of the Internal Revenue Code.

10. Donor agrees to sign all necessary permit applications to allow for the relocation of the Structures and trees within 7 days of request for signatures by the CRA.

11. This Agreement shall be governed by the laws of the State of Florida. Venue for any action at law, or in equity, shall be only in courts of competent jurisdiction in Broward County, Florida.

12. This document incorporates the entire understandings of the parties. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. The parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.


13. Donor and the CRA agree that no liability shall be attached to the Donor or the CRA by reason of entering into this Agreement, except as expressly provided in this Agreement.

14. Either party hereto may terminate this Agreement for any reason or no reason whatsoever within 30 days of the CRA's vote to enter into this Agreement by providing written notice of termination to the other party. In the event either party terminates this Agreement, all obligations hereunder shall be null and void and of no force or effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Signed, Sealed and Witnessed  
In the Presence of:


**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

  
Print Name: Emily A. Sargent

  
By: Rex Hardin, Chairman

  
Print Name: Shelley R. Bartholomew

By:   
Gregory P. Harrison, Executive Director

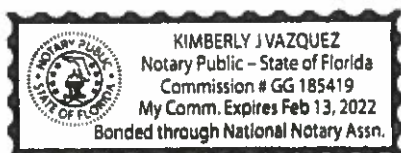
  
Print Name: Kimberly Vazquez


ATTEST:   
Marsha Carmichael, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of July, 2019 by Rex Hardin as Chairman, Gregory P. Harrison as Executive Director and Marsha Carmichael as Secretary, all of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF FLORIDA  
Kimberly Vazquez  
(Name of Acknowledger Typed, Printed or Stamped)  
GG185419  
Commission Number

Signed, Sealed and Witnessed

DONOR: ATLANTIC RESIDENCES, LLC

*M. Cordio*  
Print Name: Maria C. Cordio

By: *Luis Dominguez*  
Luis Dominguez, Manager

*Leonardo J. Palau*  
Print Name: Leonardo J. Palau

State of Florida County of Miami-Dade  
Subscribed and sworn before me on 7/11/19  
*[Signature]* (Date)  
*[Signature]*  
(Notary Signature)




  
 WITKIN HILLIS P.A.
   
 1000 N. W. 10th Avenue, Suite 1000
   
 Fort Lauderdale, FL 33304
   
 Phone: (954) 561-1000
   
 Fax: (954) 561-1001
   
 Email: info@witkinhillis.com

TREE DISPOSITION PLAN  
 1736-1600 E ATLANTIC BLVD. & 1801 S.E. 2ND ST.  
 POMPANO BEACH, FLORIDA 33060  
**ATLANTIC ONE**

Tree ID	Tree Name	Tree Size	Tree Location	Tree Disposition
1	Tree #522 Live Oak	12.00'	LOT-1 BLOCK-26	Preserve
2	Tree #513 Live Oak	12.00'	LOT-2 BLOCK-26	Preserve
3	Tree #429 American Elm	12.00'	LOT-3 BLOCK-26	Preserve
4	Tree #458 Live Oak	12.00'	LOT-4 BLOCK-26	Preserve
5	Tree #428 Live Oak	12.00'	LOT-5 BLOCK-26	Preserve
6	Tree #427 Live Oak	12.00'	LOT-6 BLOCK-26	Preserve
7	Tree #457 Live Oak	12.00'	LOT-7 BLOCK-26	Preserve

Drawing: Tree Disposition Plan  
 Date: 08/15/2019  
 Drawn: J. H. Hillis  
 Checked: J. H. Hillis  
 Approved: J. H. Hillis  
 Title: ATLANTIC ONE

