

Meeting Date: July 13, 2010

Agenda Item 16
Memorandum No. 10 - 191

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RECIPROCAL NON-EXCLUSIVE CROSS ACCESS AND CROSS PARKING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CASE HOLDING COMPANY, INC; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The applicant has applied for site plan approval to add to their current building which requires additional parking spaces, and they are adding a loading dock area. The loading area is on an adjacent parcel that directly abuts the loading dock and requires access across one parcel to the other. Both parcels are owned by the same party. Rather than provide a unity of title for all the properties, the applicant has chosen to enter into a cross access and cross parking agreement. Code Section 155.112(A)(1) allows for the use of an additional parcel for the required parking. This agreement provides the required parking for each site and also the required cross access needed between the two parcels for access to the newly created loading dock area.

The attached agreement specifically allocates which spaces are assigned to each parcel and identifies the cross access area needed for access to the loading dock area. The agreement will be recorded and shall be a restriction that runs with the land and shall be binding upon the heirs, successors, and assigns of the owner

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Peter Casoria, Jr President Case Holding Co., Inc.
- (2) Primary staff contact: *JLN* Vicky L. Newson / Robin M. Bird Ext. 7783
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Zoning Dept.	07/11/2010	Approval	<i>JLN</i> <u>Acting Dir. Serv. Directorate</u>
City Attorney	05/04/2010	----	2010-1202

- Advisory Board
- Public Works Administrator
- City Manager

James Beard

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading	1st Reading	Results:	Results:
2 nd Reading			

RESOLUTION NO. 2010-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RECIPROCAL NON-EXCLUSIVE CROSS ACCESS EASEMENT AND CROSS PARKING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CASE HOLDING COMPANY, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Case Holding Company, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Case Holding Company, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2010.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

This Instrument Prepared by:
John E. Aurelius, Esquire
John E. Aurelius, P.A.
4367 N. Federal Highway
Fort Lauderdale, Florida 33308

RECIPROCAL NON-EXCLUSIVE
CROSS ACCESS EASEMENT AND CROSS PARKING AGREEMENT

THIS RECIPROCAL NON-EXCLUSIVE CROSS ACCESS EASEMENT AND CROSS PARKING AGREEMENT is made this 18 day of May, 2010 by and between **CASE HOLDING COMPANY, INC.**, a Florida corporation, whose address is 4367 North Federal Highway, Oakland Park, FL 33308, (hereinafter called "Case") and **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, (hereinafter called "City")

WITNESSETH:

WHEREAS, Case is the fee simple title owner of real property situate in the City of Pompano Beach, Broward County, Florida which is more particularly described in the legal descriptions attached hereto and labeled as Exhibit A and Exhibit B, and

WHEREAS, Case is desirous of granting and encumbering its property as set forth in Exhibit A and Exhibit B by providing for a vehicle ingress, egress, access easement and cross joint parking agreement, in, on, over, and across and upon the roads and driveways, and parking areas now or hereafter constructed on the Case properties, and

WHEREAS, the City as a condition for improvement to the Exhibit A identified herein, requires that cross access and cross parking agreement be established,

NOW THEREFORE, in consideration of mutual promises, terms and conditions contained herein, Case and City agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by reference.

2. That Case as owner of Parcel "A", hereby grants a non-exclusive right for the guests, patrons, and invitees of Parcel "B" to park in the four developed parking spaces on Parcel "A", as depicted on Exhibit C as "Parking".

3. That Case as owner of Parcel "B", hereby grants the non-exclusive right for the guests, patrons and invitees of Parcel "A" to park in the two handicapped parking spaces on Parcel "B", as depicted on Exhibit D as "handicapped parking".

4. That Case as the owner of Parcel "B", for the benefit of Parcel "A", its successors, assigns and transferees hereby grants a cross-access driveway easement as described and depicted on Exhibit D, as "Easement A" for automobile and other motor vehicles.

5. The provisions contained herein shall be restrictions and covenants running with the land and shall be binding upon the lands and the heirs, successors and assigns of Case.

6. This agreement shall not be construed expressly or by implication, as a dedication to the public for public use and the parties may by mutual agreement terminate or modify this their respective rights and obligations hereunder by written agreement.

7. This agreement embodies and constitutes the entire understanding between Case and the City with respect to the Cross Access and Cross Parking Agreement contemplated herein.

8. Neither this agreement or provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing, signed by both Case and the City, or their respective successors or assigns.

9. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

10. This agreement shall be of no effect until it is properly executed by the City and Case and recorded in the Public Records of Broward County, Florida at the expense of Case.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written

Signed, sealed and delivered
in the presence of:

CASE HOLDING COMPANY, INC.,
A Florida corporation

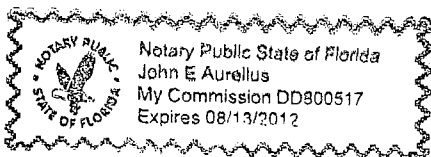
Doris E. Aurelius
Printed Name: DORIS E. AURELIUS

By: Peter Casoria, Jr.
Printed Name: Peter Casoria, Jr.
Title: President, Case Holding Co. Inc.

John E. Aurelius
Printed Name: John E. Aurelius

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of May, 2010 by PETER CASORIA, Jr. , President of Case Holding Company, Inc, a Florida corporation, on behalf of the corporation, who is personally known to me.



John E. Aurelius
Notary Public-State of Florida
Printed Name: John E. Aurelius
My Commission expires:

(Notary Seal)

CITY

Witnesses:

Printed Name: _____

Printed Name: _____

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH,
CITY MANAGER

Attest:

Mary L. Chambers
City Clerk

(SEAL)

Approved As to Form:

Gordan B. Linn
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by LAMAR FISHER, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

Notary Public-State of Florida
Printed Name: _____
My Commission expires: _____

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by DENNIS W. BEACH, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

Notary Public-State of Florida
Printed Name: _____
My Commission expires: _____

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by 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 Public-State of Florida
Printed Name: _____
My Commission expires: _____

(NOTARY SEAL)

Exhibit "A"

A portion of the Southeast one-quarter (SE 1/4) of Section 4, Township 49 South, Range 42 East, more fully described as follows: Commencing at the Southeast corner of the Southeast one-quarter (SE 1/4) of Section 4; thence Northerly along the East line of the said Southeast one-quarter (SE 1/4) a distance of 778.45 feet; thence Westerly perpendicular to the said East line a distance of 1995.01 feet to a point which is 30 feet West of the East line of the West (W 1/2) of the West (W 1/2) of the Southeast one-quarter (SE 1/4) of said Section 4, and the Point of Beginning; thence continuing Westerly along the last mentioned course a distance of 267 feet; thence Southerly parallel to the said East line of the West (W 1/2) of the West (W 1/2) of the Southeast one-quarter (SE 1/4) making an included angle of 89 degrees 55 minutes 28 seconds, a distance of 239 feet; thence Easterly making an included angle of 90 degrees 04 minutes 32 seconds, a distance of 267 feet; thence Northerly along a line which is 30 feet West of and parallel to the said East line of the West one-half (W 1/2) of the West (W 1/2) of the Southeast one-quarter (SE 1/4) making an included angle of 89 degrees 55 minutes 28 seconds, a distance of 239 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Exhibit "B"

Parcel "A" of GATEWAY INDUSTRIAL CENTER NO. 7, according to the Plat thereof, recorded in Plat Book 84, Page 6, of the Public Records of Broward County, Florida; said lands situate, lying, and being in Broward County, Florida.

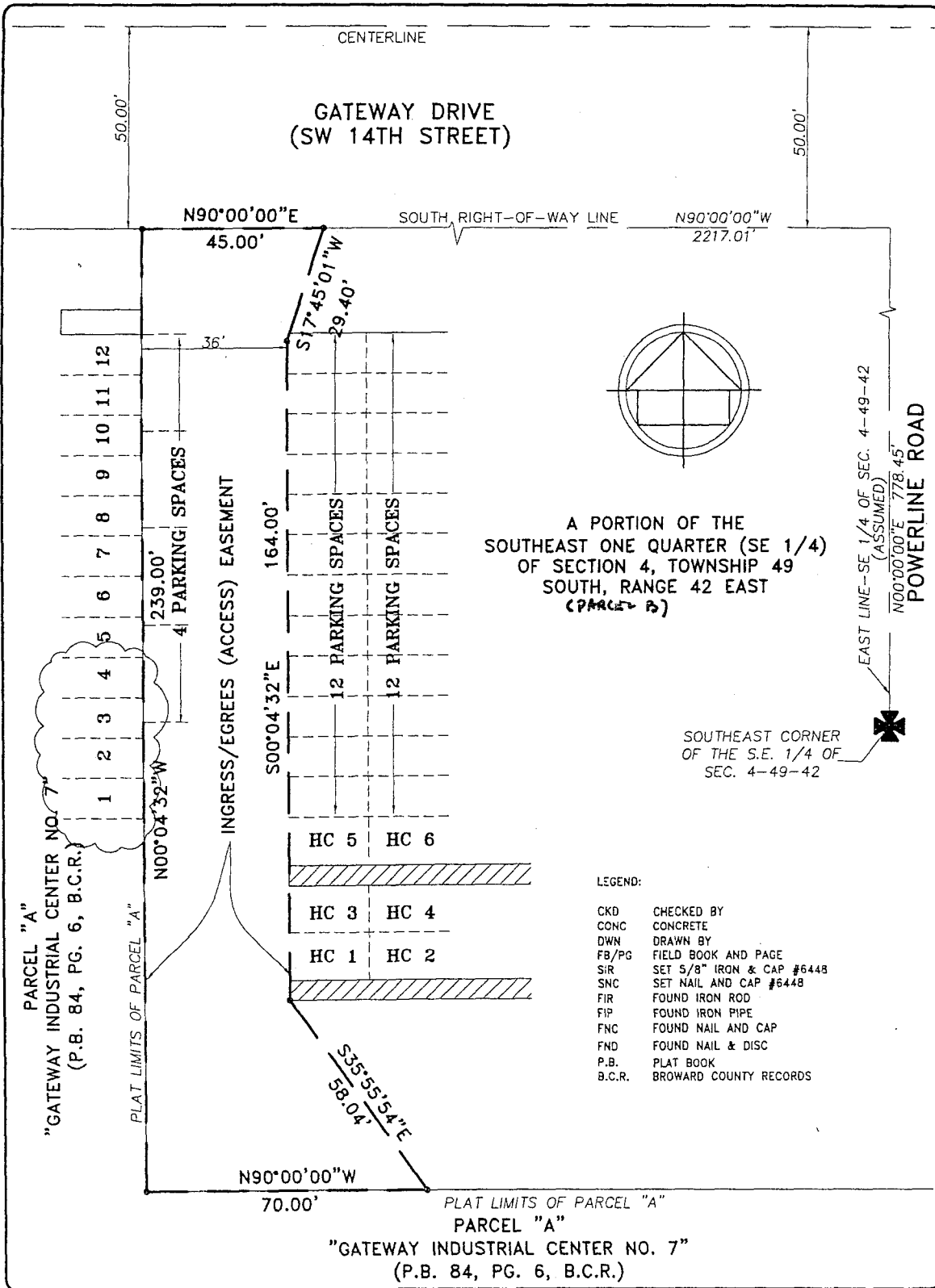
COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
 DAVIE, FLORIDA 33314
 CERTIFICATE OF AUTHORIZATION : LB # 6448
 PHONE (954) 680-9885 FAX (954) 680-0213

PROJECT NUMBER : 6409-10

CLIENT :
 LUNA DEVELOPMENT



REVISIONS	DATE	FB/PG	DWN	CKD

EXHIBIT C
 PARKING SPACES
 1-4,
 INCLUSIVE

PROPERTY ADDRESS :
 1441 SW 29TH AVENUE

SCALE: 1"=30'

SHEET 1 OF 1

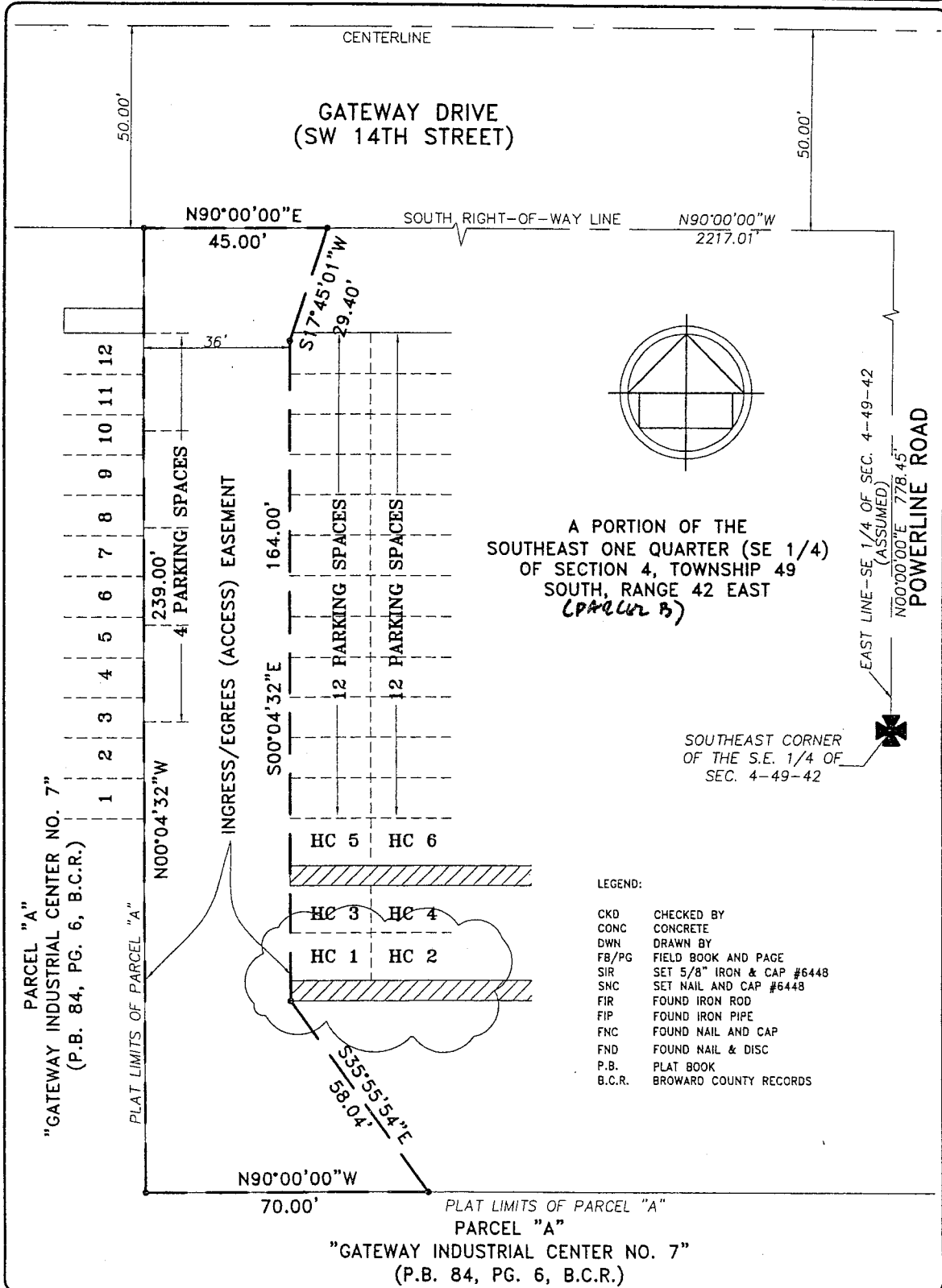
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REVISIONS	DATE	FB/PG	DWN	CKD

EXHIBIT D
 HANDICAP SPACES
 1 & 2
 AND EASEMENT

PROPERTY ADDRESS :
 1441 SW 29TH AVENUE

SCALE: 1"=30'

SHEET 1 OF 1