

CITY OF MARGATE

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A DECLARATION OF ACCESS EASEMENT ON THE CITY'S SPORTS COMPLEX PARK FOR THE PURPOSE OF PROVIDING PARKING AND NON-EXCLUSIVE PEDESTRIAN AND VEHICULAR ACCESS FOR PROPOSED IMPROVEMENTS ON PARCEL "A" OF THE HAIG & DUKE PLAT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Margate owns the property described in Addendum "A" attached hereto and made a part of this Resolution ("City Property"); and

WHEREAS, the City intends to approve a site plan for the development of property owned by the Margate Community Redevelopment Agency ("MCRA"), as described in Addendum "B", attached hereto and made apart hereof ("MCRA Property"); and

WHEREAS, the MCRA Property will be developed as a covered sports field with associated public facilities for the utilization of the citizens and residents of the City of Margate; and

WHEREAS, pursuant to Section 33.2(A) of the City of Margate Zoning Code, the City, as the owner of the City Property, may grant an access easement to the MCRA for the purposes of permitting the MCRA to utilize the parking located on the City's Property for the benefit of the MCRA Property; and

WHEREAS, the Access Easement is intended to promote better pedestrian and vehicular access and circulation to and from the MCRA Property in order to satisfy the development plans as have been submitted or will be submitted to the applicable governmental authorities for the development of the Property

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, approves the granting of a non-exclusive access easement over, on, upon and across the City Property as

described in Addendum "A" attached hereto and made a part of this Resolution, with said easement allowing for parking and perpetual access between the City Property and the MCRA Property, subject to the City's approval of the site plan for the MCRA Property.

SECTION 2: That following the approval of the site plan for the MCRA Property, the Mayor is hereby authorized and directed to execute a Declaration of Access Easement, a copy of which is attached hereto and specifically made a part of this Resolution as Addendum "C".

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 4th day of APRIL, 2018.

ATTEST:

JOSEPH J. KAVANAGH
CITY CLERK

MAYOR ARLENE R. SCHWARTZ

RECORD OF VOTE

Peerman	<u>ABSENT</u>
Simone	_____
Ruzzano	_____
Caggiano	_____
Schwartz	_____

ADDENDUM "A"

CITY PROPERTY

Portions of Tract 29, Block 93, The Palm Beach Farms Co., Plat No. 3, recorded in Plat Book 2, Pages 45-54, Public Records, Palm Beach County, Florida and portion of Parcel E, Central Park of Commerce, recorded in Plat Book 119, Page 27, Public Records, Broward County, Florida, and a portion of the vacated roadway per Official Record Book 1406, Page 556 and Official Record Book 1273, Page 78, Public Records, Broward County, Florida, being more particularly described as follows:

Begin at the Northernmost corner of said Parcel E and point on a curve said point bears South 89° 58' 42" West from the radius point; thence Southeasterly along a circular curve to the left and along the Westerly right-of-way of Banks Road, having a radius of 1353.00 feet a central angle of 1° 55' 09" for an arc distance of 45.32 feet; thence South 89° 57' 09" West for 255.02 feet; thence South 00° 01' 18" East for 259.09 feet; thence South 89° 57' 09" West along the South boundary of said Tract 29 for 720.73 feet; thence North 00° 00' 51" West along the West boundary of said Tract 29 for 688.17 feet thence North 89° 57' 09" East for 720.65 feet; thence South 00° 01' 18" East for 326.31 feet; thence North 89° 55' 42" East for 219.30 feet; thence North 44° 57' 12" East for 49.48 feet; thence South 00° 01' 18" East along the Westerly right of way line of Banks Road for 92.53 feet to the Point of Beginning.

ADDENDUM "B"

MCRA PROPERTY

PARCEL "A", "HAIG & DUKE PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGE 131, OF PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS LYING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA, AND CONTAINING 66,821 SQUARE FEET (1.534 ACRES) MORE OR LESS.

ADDENDUM "C"

THIS INSTRUMENT PREPARED BY
AND RETURNED TO:
David N. Tolces, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd. #200
Fort Lauderdale, FL 33308

DECLARATION OF ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned owner, City of Margate, a Florida municipal corporation, (the "City"), which is the owner of all the real property described in Exhibit "A" attached hereto and made a part hereof on this ____ day of _____, 20____, for itself and its successors and assigns, hereby declares that the Property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth (the "Declaration").

RECITALS

WHEREAS, City holds the fee simple title to the property as more fully legally described within **Exhibit "A"** as attached hereto and incorporated herein (the "City Property"); and

WHEREAS, the City has approved a site plan for the development of property owned by the Margate Community Redevelopment Agency ("MCRA"), which is described in **Exhibit "B"**, attached hereto and made apart hereof ("MCRA Property"); and

WHEREAS, the MCRA Property will be developed as a covered sports field with associated public facilities for the utilization of the citizens and residents of the City of Margate; and

WHEREAS, pursuant to Section 33.2(A) of the City of Margate Zoning Code, the City, as the owner of the City Property, may grant an access easement to the MCRA for the purposes of permitting the MCRA to utilize the parking located on the City's Property for the benefit of the MCRA Property; and

WHEREAS, pursuant to the City's Zoning Code, such agreement by the City to permit the MCRA to utilize the parking on the City's Property includes the requirement of a recordable access easement reflecting dedicated non-exclusive public pedestrian and vehicular access over, on and upon the City Property; and

WHEREAS, the Access Easement is intended to promote better pedestrian and vehicular access and circulation to and from the MCRA Property in order to satisfy the development plans as have been submitted or will be submitted to the applicable governmental authorities for the development of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein after contained, it is declared as follows:

1. **Recitals.** The foregoing recitals are true and accurate and are incorporated herein by reference.

2. The consideration and obligations recited and provided for under this Declaration constitute substantial benefits to both the MCRA and the City, and thus adequate consideration for this Declaration.

3. **Declaration of Easement.** City hereby conveys, grants, bargains and sells unto the MCRA, a non-exclusive access easement to allow the general public pedestrian and vehicular access over, on, upon and across the City Property (such rights being collectively hereinafter referred to as the “**Access Rights**”).

4. **Duration.** This Easement Agreement shall remain in perpetuity.

5. **Governing Law; Venue.** This Declaration shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation or administrative proceeding shall be exclusively in Broward County, Florida.

6. **Amendment or Termination.** This Declaration may not be amended or terminated except through the execution of a written amendment to, or a termination of, this Agreement approved by the Margate City Commission.

7. **Covenants Running with the Land.** This Declaration, and all covenants, conditions, restrictions, reservations, and easements therein, shall run with the City Property, and the MCRA Property, and shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns.

8. **No Obstruction.** The grant of the access rights shall not be exercised in such a manner as to unreasonably obstruct or interfere with the rights of the applicable granting party or its or its guests, vendors, customers, tenants, invitees, licensees and any others claiming rights by or through such granting party.

9. **Severability.** In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereto, and this Easement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the City has caused this Declaration to be duly executed as of the day and year first above written.

ATTEST:

CITY OF MARGATE

By _____
City Clerk

By _____
Arlene Schwartz, Mayor

____ day of _____, 2018

Approved as to legal sufficiency:

By _____
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Arlene Schwartz, as Mayor, who has acknowledged herself to be the Mayor of the City of Margate, on behalf of the City of Margate, who is personally known to me or has produced _____ as identification

Signature of Notary

Printed Name of Notary

My Commission Expires:

My Commission Number:

EXHIBIT "A"

CITY OWNED PROPERTY

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Begin at the Northernmost corner of said Parcel E and point on a curve said point bears South $89^{\circ} 58' 42''$ West from the radius point; thence Southeasterly along a circular curve to the left and along the Westerly right-of-way of Banks Road, having a radius of 1353.00 feet a central angle of $1^{\circ} 55' 09''$ for an arc distance of 45.32 feet; thence South $89^{\circ} 57' 09''$ West for 255.02 feet; thence South $00^{\circ} 01' 18''$ East for 259.09 feet; thence South $89^{\circ} 57' 09''$ West along the South boundary of said Tract 29 for 720.73 feet; thence North $00^{\circ} 00' 51''$ West along the West boundary of said Tract 29 for 688.17 feet thence North $89^{\circ} 57' 09''$ East for 720.65 feet; thence South $00^{\circ} 01' 18''$ East for 326.31 feet; thence North $89^{\circ} 55' 42''$ East for 219.30 feet; thence North $44^{\circ} 57' 12''$ East for 49.48 feet; thence South $00^{\circ} 01' 18''$ East along the Westerly right of way line of Banks Road for 92.53 feet to the Point of Beginning.

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