

RESOLUTION NO. 2023-033

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PERMITTED USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES, IGLESIA MISION VIDA, INC. AND WESTON FC, INC. RELATING TO THE PROPERTY LOCATED AT 17950 GRIFFIN ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE PERMITTED USE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Iglesia Mison Vida, Inc. ("Mison Vida") is the owner of the property generally located at 17950 Griffin Road, which maintains an abbreviated legal description of St. Paul Lutheran Church 149-18B Parcel 3 (the "Property"); and

WHEREAS, Weston FC, Inc. ("Weston FC") utilizes the vacant portion of the Property for playing soccer; and

WHEREAS, Mision Vida and Weston FC desire to continue utilizing the Property for this purpose and has requested that the Town enter into a Permitted Use Agreement ("Agreement") to provide assurances that the use of the Property will be permitted in strict accordance with the terms of the Agreement, as specifically set forth in Exhibit "A", which is attached hereto and is incorporated herein by reference; and

WHEREAS, the Town Council believes that entering into the Agreement is in the best interest of the health, safety, and welfare of the Town and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The recitals above are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Permitted Use Agreement by and between the Town of Southwest Ranches, Iglesia Mision Vida, Inc. and Weston FC, Inc., as specifically set forth in Exhibit "A", which is attached hereto and is incorporated herein by reference

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute the Permitted Use Agreement in substantially the same form as that attached hereto as Exhibit "A".

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 9th day of February 2023 on a motion by Jim Jablonski and seconded by Jim Kuczanski.

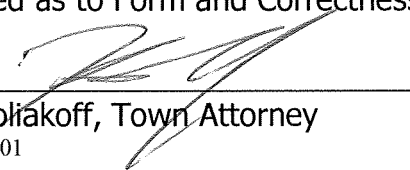
Breitkreuz Yes
Allbritton Yes
Hartmann Yes
Jablonski Yes
Kuczanski Yes

Ayes 5
Nays 0
Absent 0
Abstaining 0


Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2305.01

PERMITTED USE AGREEMENT

This Permitted Use Agreement (“Agreement”) is made and entered into this 9th day of February, 2023 by and between **Iglesia Mision Vida, Inc.**, (the “Church”) a Florida not-for-profit corporation, whose mailing address is 15970 West SR 84 NO 430, Sunrise, FL 33326 and **Weston FC, Inc.**, (the “Soccer Club”) a Florida not-for-profit corporation, whose mailing address is 4581 Weston Rd, Suite 264, Weston, FL 33331 and the **Town of Southwest Ranches**, a municipal corporation of the State of Florida, whose mailing address is 13400 Griffin Road, Southwest Ranches, Florida 33330 (the “Town”)(collectively, “Parties”).

WITNESSETH

A. **WHEREAS**, the Church is the owner of certain property located in the Town of Southwest Ranches, Broward County, Florida, more particularly having an abbreviated legal description as St. Paul Lutheran Church 148-18B Parcel 3 (hereinafter referred to as the “Property”); and

B. **WHEREAS**, the Soccer Club has been using and maintaining the Property with consent of the Church and prior owners of the Property for training and playing the sport of soccer for several years; and

C. **WHEREAS**, the Church and Soccer Club intend to continue in their use of the Property and requested that the Town enter into this Agreement to provide assurances that the use of the Property is permitted as set forth in this Agreement; and

D. **WHEREAS**, the Town agrees to enter into this Agreement; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitations.** The recitations set forth above are true and correct and are incorporated herein by this reference.

2. **Recordation and Effective Date.** Within 14 days after the Town enters into this Agreement, the Town shall record this Agreement with the Broward County Clerk of the Circuit Court, and this Agreement shall become effective upon the proper recordation in the official public records of Broward County.

3. **Property.** The abbreviated legal description of the Property is St. Paul Lutheran Church 148-18B Parcel 3.

4. **Owner.** The legal and equitable owner of the Property is the Church.

5. **Duration and Termination.** This Continued Use Agreement shall continue for 30 years and can be renewed thereafter upon agreement of the parties. However, if the Church or Soccer Club is in default of any material obligations hereunder and has not effectuated a cure within fifteen (15) days of

receipt of written notice of default from the Town, then the Town may terminate this Agreement on written notice to the Church and Soccer Club.

6. **Permitted Uses.** The Parties agree that the Property may be used as follows:
- a. The Soccer Club agrees to install a continuous hedge, such as Cocoplum, along the northern side of the fence installed between the Church property and the southern neighboring property. The hedge shall be maintained at eight (8) feet in height and the fence must be kept in good condition.
 - b. The Soccer Club agrees to maintain the swale on 178th Avenue using the same schedule that is done to maintain the Property.
 - c. The Soccer Club is permitted to continue to use the signage on the Property and will add an additional plate to the existing signage that says: "at" or "in the Town of Southwest Ranches". The Soccer Club is also permitted to use temporary signage, in accordance with the Town's Unified Land Development Code. Any new permanent signage must be no larger than existing signage and must include "at" or "in the Town of Southwest Ranches" and be in accordance with the Town's Unified Development Code.
 - d. The Church is permitted to advertise its services and events.
 - e. The Soccer Club will not use the House of Worship as a permanent place of business to receive mail. The Soccer Club is permitted to continue to use the inside space of the House of Worship for such things as holding meetings, preparing and planning lesson plans, schedules, training curriculums, and practices, viewing game and practice video, use restroom facilities, and similar type activities.
 - f. The Soccer Club will not have web promotions listing the Property but is permitted to mention the Property when describing locations of fields used for training and games but will not provide further details about the Property in any web promotion.
 - g. The Soccer Club will not use any field lighting without first obtaining permission from the Town.
 - h. The Soccer Club will not add any permanent structure without first obtaining permission from the Town. The Soccer Club is permitted to use portable soccer goals, player benches, shades/tents, storage container as it has in the past.
 - i. The Soccer Club will only play games on the Property during the hours of 9:00 a.m. to dusk. Player arrival may begin at 8:00 a.m.
 - j. The Soccer Club will not use any amplified sound unless otherwise permitted by the Town.
 - k. The Soccer Club will not to hold any tournaments at the Property.
 - l. The Soccer Club will limit soccer play on the Property to two regulation size soccer fields.
 - m. The Church will only have food trucks at the Property as permitted by the Town Code or as otherwise permitted by the Town.
 - n. The Soccer Club's use of the Property is primarily designed for children ages 5-19 and coaches and volunteers who support the Soccer Club.
 - o. The Church will not expand its House of Worship for purposes of accommodating the Soccer Club but may expand for House of Worship purposes in accordance with the Town's Unified Development Code.
 - p. Should the Church decide to open a school, it will go through the Town approval process before doing so. The Church may continue to operate a day program offering social skills for children with special needs.

Sunrise, FL 33326

With counterpart to: Holland and Knight, LLP
Attention: Chris Schwing, Esq.
50 North Laura Street, Suite 3900
Jacksonville, FL 32202

If to Soccer Club: Steven Ziegler
4581 Weston Road #264
Weston, FL 33331

With counterpart to: Holland and Knight, LLP
Attention: Chris Schwing, Esq.
50 North Laura Street, Suite 3900
Jacksonville, FL 32202

19. **Severability.** Should any part, term, or provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

20. **Waiver.** No waiver of any breach or other rights under this Agreement shall be deemed a waiver unless the acknowledgment of the waiver is in writing executed by the party committing the waiver. No waiver shall be deemed to be a waiver of any subsequent breach or rights. All rights are cumulative under this Agreement.

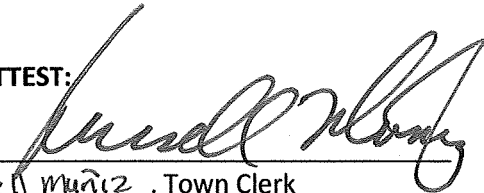
21. **Jurisdiction.** This Agreement, including, but not limited to, its creation, validity, interpretation, and enforcement, shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law provisions. Exclusive jurisdiction and venue for any action arising from or in connection with this Agreement shall be in the Circuit Court of Broward County, Florida.

22. **Execution.** This Agreement may be signed in counterparts via email, mail, or facsimile which, taken together, may be deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by the proper officers the day and year above written.

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:


Russell Muñoz, Town Clerk


TOWN:

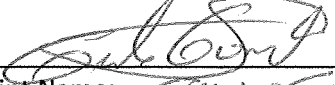

Andrew Berns, Town Manager

ENDORSED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE TOWN OF SOUTHWEST.


Keith Poliakoff, Town Attorney


WITNESSES:


Print Name: MARIA E. GARCIA



Print Name: GUIDO COMILIO


Church:

Iglesia Mision Vida, Inc.

By: 
Esteban Segura, Sr. Pastor

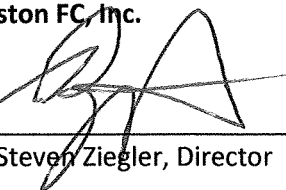
WITNESSES:


Print Name: CRISTINA ZIEGLER


Print Name: Esther M. Feliciano

Soccer Club:

Weston FC, Inc.

By: 
Steven Ziegler, Director