

RESOLUTION NO. 2001-31

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH BROWARD COUNTY, FLORIDA FOR THE CONVEYANCE TO THE TOWN OF SOUTHWEST RANCHES CERTAIN COUNTY LANDS LOCATED WITHIN THE TOWN OF SOUTHWEST RANCHES FOR USE AS AN EQUESTRIAN PARK; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

WHEREAS, Broward County ("County") acquired two parcels of land of approximately 4.6 acres each pursuant to Warranty Deeds recorded respectively on February 23, 1996, in Official Records Book 24576, at Page 62 and on May 14, 1998, in Official Records Book 2828, at Page 61 of the Public Records of Broward County, Florida, (together, "Parcel A"), which Parcel A is now located within the Town of Southwest Ranches, Florida; and

WHEREAS, said Parcel A was acquired for use as an equestrian park; and

WHEREAS, The Town is desirous of acquiring Parcel A for the use and benefit of the public as an equestrian park; and

WHEREAS, the County, by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_ 2001, has determined that the conveyance of Parcel A to the Town is in the best interest of Broward County, and that the County does not need the property; and

WHEREAS, Section 125.38, Florida Statutes, provides that County lands may be conveyed to any municipality of this State upon certain findings being made by the Board of County Commissioners, which findings were made by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Southwest Ranches, Florida:

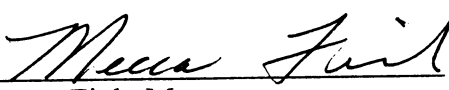
Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Mayor and Town Administrator are authorized to execute a Contract for Sale and Purchase substantially in the form of Exhibit "1", authorizing the acceptance from the County of the Bill of Sale and Quit Claim Deed, substantially in the form of Exhibit "B" thereto, conveying Parcel A to the Town and to execute such other documents, if any, as needed to effectuate the purpose of this Resolution.

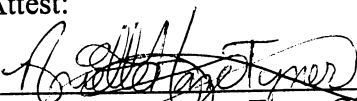
Section 3: That this Resolution shall become effective immediately upon its adoption.

Needs to  
be filled  
in!


PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches,  
Florida, this 8<sup>th</sup> day of February, 2001.

  
\_\_\_\_\_  
Mecca Fink, Mayor

Attest:

  
\_\_\_\_\_  
Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D., Town Attorney

624809\_1.DOC

**CONTRACT FOR SALE AND PURCHASE  
(Parcel B, Southwest Ranches)**

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida, with a mailing address c/o John Canada, Town Administrator, 3111 Stirling Road, Fort Lauderdale, FL 33312, hereinafter called BUYER,

**AND**

**BROWARD COUNTY**, hereinafter called SELLER. BUYER and SELLER hereby agree that SELLER shall sell and BUYER shall purchase the following described property, situate, lying and being in Broward County, Florida, upon the terms and conditions hereinafter set forth; all of which is referred to as the "Property."

**LEGAL DESCRIPTION**

That certain parcel of land in Southwest Ranches, Florida, more particularly described on Exhibit "A" hereto.

**TERMS AND CONDITIONS OF PURCHASE**

BUYER agrees to pay or cause to be satisfied as and for the total purchase price for the Property in the manner and at the times hereinafter specified the sum of Fifty-one Thousand Ninety-three Dollars (\$51,093.00) payable to SELLER and the performance of its obligations under that certain Interlocal Agreement of even date. The purchase price has been based on a closing date of January 3, 2002. In the event that the closing date is later or earlier, the purchase price shall be reduced or increased by an amount equal to Fifty-nine and 86/100 Dollars (\$59.86) per diem.

**TIME AND PLACE OF CLOSING**

It is agreed that this transaction shall be closed, and the BUYER shall pay the purchase price, and SELLER shall execute all papers or documents necessary to be executed by SELLER under the terms of this Contract on or before the later of December 31, 2001, or the 30th day after execution of this Contract by the Broward County Board of County Commissioners, at the Broward County Governmental Center, located at 115 South Andrews Avenue, Fort Lauderdale, Florida, at a room to be designated by SELLER prior to closing, or at such other place as SELLER may designate. Unless otherwise agreed upon in this Contract, possession and occupancy will be delivered to BUYER at the time of closing; and SELLER shall be entitled to receive the net proceeds of the sale at time of closing.

## **PRORATION**

Proration of Taxes: No proration of taxes will be required as the Buyer and Seller are both governmental entities and the Property is to be used for governmental purposes. In the event that any taxes or special assessments are attributable to the Property they shall be prorated between BUYER and SELLER as of the date of closing and shall be adjusted as a credit or debit against the Purchase Price. Liens for special assessments and taxes on personal property are not subject to proration.

General Prorations: Any rents, revenues and liens, or other charges to be prorated, shall be prorated as of the date of closing, provided that in the event of an extension of the date of closing, at the request of or through the fault of either party, such date of proration shall be the date upon which the other party indicated its readiness to close and subject to a reservation of reverter right in the event the property is not used and maintained for public purposes.

## **CONVEYANCES**

The Property herein described shall be conveyed at closing by delivery of a properly executed quit-claim deed substantially in the form of Exhibit "B" hereto, subject to any existing public purpose utility and government easements and rights-of-ways and subject to a reservation of reverter right in the event the property is not used and maintained for public park purposes.

## **DOCUMENTARY STAMPS AND TANGIBLE TAXES AND RECORDING COSTS**

SELLER shall cause to be placed upon the deed conveying the Property state surtax and documentary stamps as required by law. SELLER shall further pay all tangible personal property taxes and the cost of recording any corrective instruments which BUYER deems necessary to assure good and marketable title. BUYER shall pay for the cost of recording the quit-claim deed.

## **CONTRACT EFFECTIVE**

This contract or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it is approved by the Board of County Commissioners of Broward County, Florida, and executed by the Chair of said Board.

## **EXISTING MORTGAGES**

SELLER shall obtain and furnish at SELLER'S expense not less than fifteen (15) days prior to closing, a statement or letter of estoppel from the holder of any mortgage, lien or encumbrance affecting the title to the property herein to be conveyed setting forth the amount of principal, interest and/or penalties necessary to be paid to discharge such mortgage, lien or encumbrance in full.

## **PUBLIC DISCLOSURE**

BUYER and SELLER acknowledge that Section 286.23, Florida Statutes, requiring public disclosure in writing, under oath and subject to the penalties prescribed for perjury stating the name and address of SELLER and the name and address of every person having any beneficial interest in the subject real property is not applicable to this transaction.

## **PERSONS BOUND**

The benefits and obligations of the covenants herein shall inure to and bind the respective heirs, personal representatives, successors and assigns (where assignment is permitted) of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall include all genders. BUYER may not assign this Contract.

## **BROKER'S COMMISSION**

SELLER and BUYER hereby represent and warrant to each other that they have not dealt with any broker and each agrees to be responsible for any claim or demand for commissions made by or on behalf of any broker or agent claiming through either of them in connection with this sale and purchase.

## **MODIFICATION**

This Contract supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

If is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

## **EXAMINATION AND APPROVAL OF TITLE**

SELLER makes no warranty to BUYER that SELLER owns fee simple title to the Property or as to any encumbrances thereon. It is understood and agreed that the SELLER is not obligated by the terms of this Contract to provide BUYER with any evidence of title; however, BUYER reserves the right to secure such evidence of title as is satisfactory to BUYER, at the expense of BUYER, and to cause an examination of such evidence of title to be performed prior to closing. It is understood and agreed that should such evidence of title or its examination reveal defects or deficiencies in the title to the Property which would

render title to the Property unmarketable or uninsurable, then in such event BUYER shall notify SELLER of such defects or deficiencies, and SELLER shall have the option of curing same and closing of this transaction shall be postponed until such deficiencies or defects are cured. In the event SELLER elects not to attempt to cure such title defects or deficiencies, then in such event BUYER shall have the option of either accepting title as it then is and paying the purchase price therefor, or in the alternative, BUYER shall have the option of declaring this Contract canceled in which case each party shall be relieved of any further obligations hereunder.

#### **BUYER'S TITLE INSURANCE POLICY**

BUYER shall obtain, at BUYER's cost, an ALTA Owner's Policy of Title Insurance ("BUYER's Title Insurance Policy"), issued by a nationally recognized title insurance company (the "Title Company"), with liability in the amount of the appraised value of the Property, insuring BUYER's title in the Property free and clear of all liens and encumbrances excepting only (i) current real property taxes and assessments not delinquent; (ii) items shown on the title commitment which are approved by BUYER; (iii) the Title Company's standard exceptions (as many as possible of which shall be deleted on the final policy); (iv) all laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, Property use and environmental ordinances and regulations; (v) matters which would be disclosed by an accurate survey of the Property; (vi) restrictions, easements, reservations, covenants, agreements, limitations and other matters of record; and (vii) such other matters or exceptions which have been approved by BUYER (the "Permitted Exceptions").

#### **SURVEY**

Delivery of Survey. SELLER agrees, within fifteen (15) days after Effective Date to deliver to BUYER copies of a survey for the Property which SELLER has or which are available to SELLER, if any. Thereafter, BUYER at its option and cost may obtain a survey (the "Survey") of the Property and all improvements thereon prepared by a land surveyor or engineer registered and licensed in the State of Florida. The Survey shall: show the legal description of the Property to be the same as Exhibit "A" hereto; be certified to BUYER, to BUYER's Attorney, and to the Title Company; include a certification that the Survey satisfies the minimum requirements adopted by the Florida Society of Professional Land Surveyors and the Florida Land Title Association and that there are no encroachments, overlaps, boundary line disputes, easements or claims of easements other than as shown; be certified as of a date subsequent to the Effective Date; show the flood zone designation of the Property; show the topography of the Property; show the locations and recording information of all Permitted Exceptions; and state the gross and net acreage of the Property.

Survey Defects. BUYER shall have fifteen days from the date of receiving the Survey to examine same. If the Survey shows any encroachment on the Property, or that any improvement located on the Property encroaches on the property of others, or if the Survey shows any other defect which would affect either the title to the Property or BUYER's intended use of the Property, BUYER shall notify SELLER of such defect within fifteen days after receipt of the Survey and such encroachment or defect shall be treated in the same manner as title defects are treated under this Contract.

### INVESTIGATION PERIOD

Suitability for Use. For a period of twenty (20) days following the Effective Date hereof ("Investigation Period"), BUYER shall determine, in its sole discretion, whether the Property is suitable for BUYER's intended use of the Property.

SELLER's Delivery of Property Records. Within fifteen (15) days of the Effective Date, SELLER shall deliver to BUYER copies of all the following documents in SELLER's possession relating to the Property: any and all licenses, security agreements, forms UCC-1 affecting the Property, contracts relating to the operation of the Property which will survive closing, paid tax bills for the year 2000, tax assessment notices, title insurance policies, surveys, site plans, plats, soil tests, reports, engineering reports and similar technical data and information, plans and specifications for proposed improvements to the Property, and material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence) which discloses claims, allegations or adverse information regarding the Property or SELLER with respect to the Property or claims, allegations or adverse information that the Property violates any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement or other direction or requirement of any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them ("Governmental Authority") now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the SELLER or the Property ("Governmental Requirement"), that there is hazardous or toxic waste on or about the Property, or that there are defects, deficiencies or hazardous conditions in or on the Property).

BUYER's Inspection of Property. During the Investigation Period and if BUYER elects to go forward with the Closing, from the end of the Investigation Period until the Closing Date, BUYER or BUYER's representative shall have the right to enter upon the Property and to make all inspections and investigations of the condition of the Property which it may deem necessary, including, but not limited to, structural investigation and testing, soil borings, percolation tests, engineering and topographical studies, and investigations of zoning and the availability of utilities, all of which inspections and investigations shall be undertaken at BUYER's sole cost and expense.

BUYER agrees to indemnify and hold SELLER harmless from any liability for damage to property or persons arising from BUYER's inspection of the Property including all attorney's fees and court costs. BUYER shall promptly report any damage to the Property from such inspections and shall ensure that inspections are done in a safe and responsible manner. Copies of the results of all such inspections shall be promptly provide to SELLER.

Environmental Assessment. During BUYER's Investigation Period, BUYER shall have the right, at its expense, and during normal business hours to conduct or cause to be conducted any and all environmental assessments which BUYER deems necessary, at BUYER's sole determination, of the Property. If the environmental assessments disclose any condition not acceptable to BUYER in its discretion, BUYER shall notify SELLER of such condition in writing within ten (10) days of BUYER's receipt of such final report. SELLER shall, at its sole option, within ten (10) days of receipt of such written notice, notify BUYER either (a) that it will terminate this Agreement whereupon all rights and obligations of the parties hereunder shall cease, (b) that it will remedy the environmental condition objected to within six (6) months of the date of such notice, or (c) that it will offer the Property to BUYER subject to the environmental condition. The Closing Date shall be extended as necessary to give effect to all time periods specified herein. BUYER will provide SELLER with copies of all environmental assessment reports on the Property.

BUYER's Right to Terminate. In addition to BUYER's rights to terminate this contract for title defects, BUYER may elect to terminate this Contract at any time before 9:00 p.m., of the last day of the Investigation Period by written notice to SELLER but only for an unsatisfactory environmental assessment. Upon a termination of this Contract, this Contract shall be terminated and neither BUYER nor SELLER shall have any further rights or obligations hereunder. In the event this Contract has not been terminated pursuant to this subsection, then the Property's physical condition shall be deemed approved by BUYER subject to any matters shown on the reports which SELLER has agreed in writing to cure, repair or replace.

#### NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if personally served, or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by reasonably reliable courier service providing overnight or sooner delivery, postage prepaid, and addressed as follows:

To BUYER:	Town of Southwest Ranches 3111 Stirling Road Fort Lauderdale, FL 33312 Attn: John Canada
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With Copy To:

Carol Capri Kalliche, Esquire  
Becker & Poliakoff, P.A.  
3111 Stirling Road  
Fort Lauderdale, Florida 33312

To SELLER:

Daphne E. Jones  
Assistant County Attorney  
Broward County Attorney's Office  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

The effective date of delivery of any such notice or other item shall be: a) the date of personal service; b) the delivery date on the return receipt; or c) the day of deposit, postage prepaid, with a reasonably reliable courier service providing overnight or sooner delivery, whichever is applicable. The parties may designate any other address for the service of notices by furnishing same in accordance with this Paragraph.

**GOVERNING LAW AND VENUE**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

**EXECUTION**

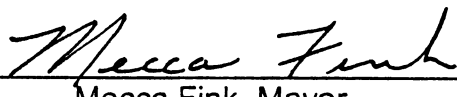
This document, consisting of nine (9) pages plus Exhibits "A," and "B," shall be executed in at least three (3) counterparts, each of which shall be deemed an original.

**BUYER**

ATTEST:

TOWN OF SOUTHWEST RANCHES


By   
Arielle Haze Tyner, Town Clerk

By   
Mecca Fink, Mayor

27 day of November, 2007.

(SEAL)

APPROVED AS TO FORM:

By   
John Canada, Town Administrator

By   
Gary A. Poliakoff, P.A., Town Attorney

26 day of November, 2007.

CONTRACT FOR SALE AND PURCHASE BETWEEN TOWN OF SOUTHWEST RANCHES AND BROWARD COUNTY

COUNTY

ATTEST:

BROWARD COUNTY, through its Board of County Commissioners

\_\_\_\_\_  
County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

By \_\_\_\_\_  
Chair

\_\_\_\_ day of \_\_\_\_\_, 2001.

Attorney

Approved as to form by Office of County

Broward County, Florida  
EDWARD A. DION, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Anitra D. Lanczi  
Assistant County Attorney

ADL:smc  
6/27/01  
h:\data\div3\adl\parks\swranches\sunshineBP&S4.agt

EXHIBIT "A"

PARCEL B

Tract 51, of Section 34, Township 50 South, Range 40 East, of "EVERGLADES SUGAR & LAND COMPANY SUBDIVISION," according to the Plat thereof, as recorded in Plat Book 1, Page 152, of the Public Records of Dade County, Florida, less the West 40 feet and the East Ten feet thereof for right of way. Said lands situate, lying and being in Broward County, Florida.

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