

RESOLUTION No. 2002-3

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BROWARD COUNTY FOR THE TRANSFER OF ROADS AND RELATED RIGHT OF WAYS AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, HB 1777, Chapter 2000-476, Laws of Florida, provided of the corporate existence of the Town of Southwest Ranches upon adoption of its Charter i.e., June 6, 2000; and

WHEREAS, the bill provided for the transfer of roads within the area known as "The Town of Southwest Ranches," however the bill did not transfer those roads within that area known as Sunshine Ranches; and

WHEREAS, COUNTY AND TOWN are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for the roads lying within that area of the Town known as "Sunshine Ranches" as legally described in Exhibit A from the COUNTY to TOWN.


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

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

Section 2: Authorization. The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into an interlocal agreement with Broward County, substantially in the form of the Agreement attached as Exhibit "A," providing for transfer of roads

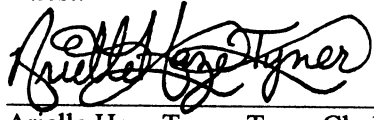
Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11th day of October 2001.




Mecca Fink, Mayor

Attest:



Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:



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

ROAD TRANSFER AGREEMENT

between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES
ROAD TRANSFER AGREEMENT

between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES

This is an Agreement between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

TOWN OF SOUTHWEST RANCHES, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "TOWN."

WITNESSETH:

WHEREAS, HB 1777, Chapter 2000-476, Laws of Florida, provided for the corporate existence of the Town of Southwest Ranches upon the adoption of its Charter i.e., June 6, 2000; and

WHEREAS, the Town of Southwest Ranches includes portions of the areas formerly referred to as "Southwest Ranches" and "Sunshine Ranches"; and

WHEREAS, the Florida Legislature enacted HB 1567, Chapter 99-468, Laws of Florida, which Bill provided for the transfer of roads within the area known as "Southwest Ranches"; (not the municipality) however, the Bill did not transfer those roads within the area known as "Sunshine Ranches," and

WHEREAS, COUNTY and TOWN are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement and maintenance for the roads lying within the area known as "Sunshine Ranches" as legally described in Exhibit A (hereinafter referred to as "Southwest Ranches Roads") from COUNTY to TOWN; and

WHEREAS, COUNTY and TOWN agree that this Road Transfer Agreement shall not transfer Griffin Road and Sheridan Street lying within the limits of TOWN and the use of the term "Southwest Ranches Roads" shall not include Griffin Road and Sheridan Street provided however, that the road commonly known as "old Sheridan Street" shall not be excluded from this Road Transfer Agreement, it being the intent of the parties that Southwest Ranches Roads shall include "old Sheridan Street";and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual Agreement of the COUNTY and the TOWN; and

WHEREAS, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415 shall be in the governmental entity to which such roads have been transferred upon the recording of a right-of-way map in the public records; and

WHEREAS, COUNTY and TOWN have determined that it is in the best interest of the parties that responsibility for the operation, maintenance, planning, design and construction of the roads lying within the area known as "Sunshine Ranches" as legally described in Exhibit A (excluding Griffin Road and Sheridan Street lying within the corporate limits of TOWN) and of any future improvements thereto be transferred to TOWN; NOW, THEREFORE,

In consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. COUNTY and TOWN acknowledge and agree that HB 1567, Chapter 99-468, Laws of Florida contains language therein which provided for the transfer of roads within the area known as "Southwest Ranches" (not the municipality) and, therefore, effectively transferred the roads as described therein; however, the Bill did not transfer those roads within the area known as "Sunshine Ranches." It is the intention of the parties to transfer the "Sunshine Ranches" roads as set forth herein.
3. COUNTY agrees that in consideration of promises, covenants and indemnification given by TOWN in this Agreement, COUNTY does hereby

remise, release and quit-claim to the TOWN forever, all the right, title, interest, claim and demand which the COUNTY has in and to the Southwest Ranches Roads lying within the area known as "Sunshine Ranches" as legally described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference as if set forth in full, including but not limited to the planning, design, construction, improvement, and maintenance of the Southwest Ranches Roads, subject to the terms and conditions set forth herein, and hereby transfers to TOWN all legal rights, responsibilities and obligations with respect to the Southwest Ranches Roads.

4. Upon the effective date of this Agreement, TOWN agrees to accept all legal rights, responsibilities and obligations with respect to the Southwest Ranches Roads, including but not limited to the planning, design, construction, improvement, and maintenance of the Southwest Ranches Roads.
5. To the extent permitted by law, TOWN shall, at its sole cost and expense, indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, legal or suit actions, damages, liabilities, expenditures, or causes of action of any kind or nature that may be filed against the COUNTY, its officers, agents and employees arising from the planning, design, construction, improvement and maintenance of the Southwest Ranches Roads, and resulting or accruing from any negligent act, omission or error, conduct or misconduct of TOWN, its agents, servants or employees arising out of the performance of this Agreement, resulting in any injuries or damages received or sustained by any person, persons or property. It is specifically understood and agreed that the indemnification provisions of this Agreement do not cover or indemnify the COUNTY for the negligence of the COUNTY, its agents, servants or employees.

To the extent permitted by law, COUNTY does hereby agree to defend, indemnify and hold TOWN harmless from any and all claims, legal or suit actions, damages, liabilities, expenditures or causes of action of any kind or nature that may be filed against TOWN, its officers, agents, and employees, arising from the planning, design, construction, improvement, and maintenance of the Southwest Ranches Roads, resulting or accruing from any negligent act, omission, or error, conduct or misconduct of COUNTY, its agents, servants, or employees, relating to the improvement and maintenance of the Southwest Ranches Roads, which claim, legal or suit action, damage, liability, expenditure, or cause of action of any kind or nature accrued, prior to the date of this Agreement.

6. TOWN shall save the COUNTY harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities incurred in and about any such claim, investigation or defense thereof, which may be entered, incurred or assessed as a result of claims described in paragraph 5 above.
7. COUNTY's right-of-way map shall consist of evidence of public right-of-way ownership and documents affecting that right-of-way to the extent COUNTY has documentation of the right-of-way and in the form utilized by the COUNTY in carrying out its jurisdiction responsibilities. The parties acknowledge that the intent herein is to provide TOWN with the same record of right-of-way information that COUNTY possesses and utilizes.
8. Upon execution of this agreement by TOWN and COUNTY, COUNTY shall record this Agreement and a Right-of-Way map, consisting of the Broward County Engineering Division's Section maps depicting the deed and plat dedications for the Southwest Ranches Roads in the public records of Broward County, Florida. Transfer of title to the Southwest Ranches Roads from COUNTY to TOWN shall become effective upon such recordation pursuant to Section 337.29 (3), Florida Statute; provided however, that the depiction of the roads as transferred pursuant to HB 1567, Chapter 99-468 on the aforementioned Right of Way map is for ease of reference only as the transfer of title from COUNTY to TOWN has previously occurred.
9. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For COUNTY:

Broward County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301

With a copy to:

Director of the Broward County Engineering Division
One North University Drive
Plantation, FL 33324

For TOWN:

John Canada, Town Administrator
3111 Stirling Road
Fort Lauderdale, Florida 33312

With a copy to:

Becker & Poliakoff, P.A.
Gary A. Poliakoff, Esquire
3111 Stirling Road
Fort Lauderdale, FL 33312


10. This Agreement shall terminate upon mutual agreement of the parties; provided, however, that the provisions of Sections 5 and 6 shall survive such termination.
11. 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.

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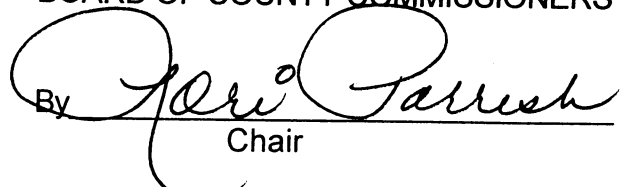
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 27th day of November, 2001, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute same.

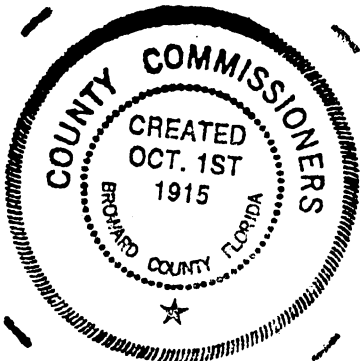
COUNTY

ATTEST:



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

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Chair
27th day of November, 2001.



Approved as to form by
Office of County Attorney
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 
Sharon V. Thorsen
Assistant County Attorney

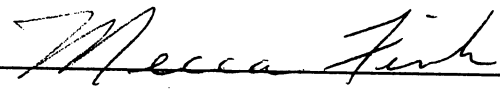
AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES FOR TRANSFER OF ROADS WITHIN THE CORPORATE LIMITS OF THE TOWN OF SOUTHWEST RANCHES

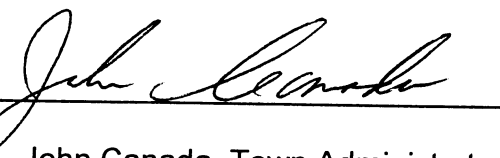
TOWN

Attest:

TOWN OF SOUTHWEST RANCHES


Arielle Haze Tyner, Town Clerk

BY 
Mecca Fink, Mayor
30 day of October, 2001

BY 
John Canada, Town Administrator

30 day of October, 2001

APPROVED AS TO FORM:

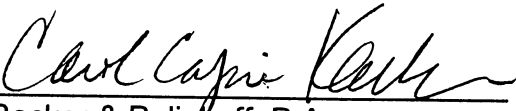
By 
Becker & Poliakoff, P.A.,
Town Attorney

EXHIBIT A

(Description per House Bill 1777 er)

Portions of Sections 26,27,33,34 and 35 of Township 50 South, Range 40 East, together with portions of Sections 2 and 3 of Township 51 South, Range 40 East, being more particularly described as follows:

BEGINNING at the Southwest corner of Section 1, Township 51 South, Range 40 East, said point also being the Southeast corner of Section 2, Township 51 South, Range 40 East;

Thence (on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 362) Westerly on the South line of said Section 2, also being the North line of Section 11, Township 51 South, Range 40 East and the South line of Section 3, also being the North line of Section 10, Township 51 South, Range 40 East, to the intersection with the Southerly prolongation of the East line of Tract A of ABUNDANT LIVING MINISTRIES according to the plat thereof as recorded in Plat Book 139, Page 13, of the Public Records of Broward County;

The next Three (3) courses being on the municipal boundary of the City of Pembroke Pines as established by Ordinance Numbers 868 and 908;

Thence North, on East line of said Tract A and its Southerly prolongation to the intersection with the North line of the South one-half (S 1/2) of Tract 56 in Section 3, Township 51 South, Range 40 East as shown on THE EVERGLADES SUGAR & LAND CO. SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 39, of the Public Records of Dade County, Florida;

Thence West on the North line of the South one-Half (S 1/2) of said Tracts 54, 55 and said Tract 56, all in Section 3 and as shown on said EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION to the Northwest corner of said South one-half (S 1/2) of Tract 54;

Thence South on the West line of said Tract 54 and its Southerly prolongation to the intersection with said South line of Section 3;

Thence (on the municipal boundary of the City of Pembroke Pines as established by Ordinance Number 362) Westerly on the South line of said Section 3, Township 51 South, Range 40 East, to the Southwest Corner of said Section 3, said point also being the Southeast Corner of Section 4;

The next Seven (7) courses being on the municipal boundary of the Town of Davie as established by Ordinance Number 86-14;

Thence Northerly on the West line of said Section 3, said line also being the East line of said Section 4 and on the East line of said Section 33, said line also being the West line of said Section 34 to a point on the North line of the Southeast one-quarter (SE 1/4) of said Section 33;

Thence Westerly on said North line of the Southeast one-quarter (SE 1/4) of said Section 33 to an intersection with the northerly prolongation of the East boundary of Tract 64 in said Section 33 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida;

Thence Southerly on said northerly prolongation and said East boundary of Tract 64 to the Southeast corner of said Tract 64;

Thence Westerly on the South line of said Tract 64 to the intersection with the Easterly right-of-way line of Interstate 75;

Thence Northerly on the said Easterly right-of-way line of Interstate 75 to the intersection

with the South line of the plat of REGENCY as recorded in Plat Book 121, Page 48, of the Public Records of Broward County, Florida;

Thence Easterly on the said South line of the plat of REGENCY and its Easterly prolongation to the intersection with the East line of Section 33, Township 50 South, Range 40 East;

Thence Northerly on the East line of said Section 33 and the East line of Section 28, Township 50 South, Range 40 East to a point on the centerline of the South Florida Water Management District Canal C-11 (South New River Canal);

Thence (on the municipal boundary of the Town of Davie as established by Ordinance Number 74-44) Easterly on the centerline of the South Florida Water Management District Canal C-11 (South New River Canal) to an intersection with the East line of Section 26, Township 50 South, Range 40 East;

The next Ten (10) courses being on the municipal boundary of Cooper City as established by Ordinance Numbers 87-10-2, 87-10-3 and 89-5-8;

Thence Southerly on the said East line of said Section 26 to an intersection with the South right-of-way line of the South Florida Water Management District Canal C-11 (South New River Canal);

Thence Westerly on said South right-of-way line to an intersection with a line 660 feet West of and parallel with the East line of said Section 26;

Thence Southerly on said parallel line to an intersection with the South line of said Section 26, said line also being the North line of Section 35, Township 50 South, Range 40 East;

Thence Westerly on the said South line of Section 26 and said North line of Section 35 to the Northwest corner of said Section 35, Township 50 South, Range 40 East;

Thence Southerly on the West line of said Section 35 to the Southwest corner of the Northwest one-quarter (NW 1/4) of said Section 35;

Thence Easterly on the South line of the Northwest one-quarter (NW 1/4) of said Section 35 to the Southeast corner of the Northwest one-quarter of said Section 35;

Thence Northerly on the East line of the Northwest one-quarter (NW 1/4) of said Section 35 to an intersection with the westerly prolongation of the South line of Tract 13 of said Section 35 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida;

Thence Easterly on the said Westerly prolongation and the said South line of Tract 13 to the Southeast corner of said Tract 13, said point also being the Northwest corner of Tract 5 of said Section 35 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida;

Thence Southerly on the West line of said Tract 5 to the Southwest corner of said Tract 5;

Thence Easterly on the South line of said Tract 5 and its Easterly prolongation to the East line of said Section 35;

The next Three (3) courses being on the municipal boundary of Cooper City as established by Ordinance Number 95-10-1;

Thence Southerly on the East line of said Section 35 to an intersection with the Easterly prolongation of the North line of Tract 54 of said Section 35 of FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida;

Thence Westerly on the Easterly prolongation and the North line of said Tract 54 to an intersection with a line lying 949 feet East of and parallel to the West line of said Tract 54;

Thence Southerly on said parallel line to an intersection with the South line of said Tract 54, said line also being the North line of Tract A, Flamingo Road Baptist Church, as recorded in Plat Book 112, Page 34, of the Public Records of Broward County, Florida;

Thence Westerly on said South line of Tract 54, also being the North line of said Tract A, Flamingo Road Baptist Church to the Northwest corner of said Tract A;

Thence Southerly on the West line of said Tract A, Flamingo Road Baptist Church and its Southerly prolongation to the intersection with the South line of Section 35, Township 50 South, Range 40 East, said point also being the North line of Section 2, Township 51 South, Range 40 East;

The next Five (5) courses being on the municipal boundary of Cooper City as established by Ordinance Number 86-12-21;

Thence Westerly on the North line of the Northeast one-quarter (NE 1/4) of said Section 2 to the intersection with the Northerly prolongation of the East line of SHERIDAN HOUSE PLAT NO. 2, as recorded in Plat Book 122, Page 42, of the Public Records of Broward County, Florida;

Thence Southerly to the Southeast along said East line and its Northerly prolongation corner of SHERIDAN HOUSE PLAT NO. 2;

Thence Westerly on the South line of said SHERIDAN HOUSE PLAT NO. 2 to an intersection with the East right-of-way line of Appaloosa Trail (SW 127th Avenue), as recorded in Deed Book 4230, Page 626, of the Public Records of Broward County, Florida;

Thence Southerly on said East right-of-way line to an intersection with the South line of Tract 4 of said Section 2 of THE EVERGLADES SUGAR & LAND CO., as recorded in Plat Book 2, Page 39 of the Public Records of Dade County, Florida;

Thence Easterly on said South line of Tract 4 to an intersection with the West line of the East one-half (E 1/2) of Tracts 29 and 30 of said Section 2 of THE EVERGLADES SUGAR & LAND CO., as recorded in Plat Book 2, Page 39 of the Public Records of Dade County, Florida;

Thence (on the municipal boundary of Cooper City as established by Ordinance Number 87-2-3) Southerly on the said West line of the East one-half (E 1/2) of Tracts 29 and 30 of said Section 2 of THE EVERGLADES SUGAR & LAND CO., to an intersection with the North line of SCHOTT MEMORIAL PLAT, as recorded in Plat Book 158, Page 32, of the Public Records of Broward County, Florida;

The next Three (3) courses being on the municipal boundary of Cooper City as established by Ordinance Number 97-1-1;

Westerly on the North line of said SCHOTT MEMORIAL PLAT, as recorded in Plat Book 158, Page 32, of the Public Records of Broward County, Florida, to the Northwest corner of said SCHOTT MEMORIAL PLAT;

Thence Southerly on the West line of said SCHOTT MEMORIAL PLAT, to the Southwest corner of said SCHOTT MEMORIAL PLAT;

Thence Easterly on the South line of said SCHOTT MEMORIAL PLAT and its Easterly prolongation to an intersection with the East line of Section 2, Township 51 South, Range 40 East;

Thence (on the municipal boundary of Cooper City as established by Ordinance Number 84-2-1) Southerly on the East line of said Section 2 to the POINT OF BEGINNING;