

RESOLUTION 2004 - 110

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN EASEMENT AGREEMENT WITH THE CITY OF COOPER CITY, FLORIDA TO MAINTAIN THE SUNSHINE RANCHES ENTRANCE SIGN, WHICH IS GENERALLY LOCATED ON THE CORNER OF FLAMINGO AND STIRLING ROADS; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO THE EASEMENT AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the City of Cooper City is the fee simple title holder to the property located on the corner of Flamingo and Stirling Roads, which is more particularly described in Exhibit "A" attached hereto and made a part hereof, (hereinafter the "Property"); and

WHEREAS, the Property contains the Sunshine Ranches entrance sign, which is a historical landmark to the Town of Southwest Ranches; and

WHEREAS, Cooper City has agreed that that the sign could remain in its present location, provided that the Town enter into an easement agreement with Cooper City to maintain the sign; and

WHEREAS, since the sign is of historical significance to the Town, the Town Council believes that it is in the best interest of the Town to maintain the sign.

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 Town Council hereby approves the Easement Agreement, in substantially the same form as attached hereto as Exhibit "B", to maintain the Sunshine Ranches entrance sign.

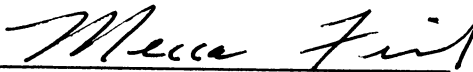
Section 3. The Town Council hereby authorizes the appropriate Town officials, specifically the Mayor, Town Administrator and Town Attorney, to enter into the Easement Agreement and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. The Town Council authorizes the appropriate Town officials to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 5. 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 September 2004, on a motion by Vice Mayor Knight and seconded by Council Member Nelson.

Fink	<u>Y</u>	Ayes	<u>5</u>
Knight	<u>Y</u>	Nays	<u>0</u>
Blanton	<u>Y</u>	Absent or	
Maines	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		




Mecca Fink, Mayor

ATTEST:


Shari Canada, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
867164_1.DOC

This instrument prepared by
and record and return to:
Carol Capri Kalliche, Attorney at Law
Becker & Poliakoff, P.A.
3111 Stirling Road
Ft. Lauderdale, Fl 33312

EASEMENT AGREEMENT

THIS INTENDUTRE, made this 9 day of Sept, 2004, by and between the CITY OF COOPER CITY, a municipal corporation of the State of Florida, its successors and/or assigns; ("GRANTOR") and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida; its successors and/or assigns, ("GRANTEE")

WITNESSETH:

WHEREAS, Grantor is the fee simple title holder to the property which is described in Exhibit "A" attached hereto and made a part hereof, ("Easement Area"), and

WHEREAS, an historical sign for the neighborhood known as Sunshine Ranches is located within the Easement Area, ("Sign").

WHEREAS, the neighborhood of Sunshine Ranches is located within the town limits of the Grantee, and therefore, Grantee desires to preserve and maintain said Sign.

NOW THEREFORE, GRANTOR, in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the GRANTOR, has granted and does hereby grant, to the Grantee, its agents, licensees, successors and assigns, forever, an non-exclusive, easement on, over and across the Easement Area for the purpose of preserving and maintaining the Sign. Except as mandated by governmental requirements, this Easement may not be relocated, moved or materially modified in any manner whatsoever without the prior written consent of the parties.

THE GRANTOR does hereby fully warrant that Grantor has good title to the Easement Area and that it has full power and authority to grant this easement.

The Sign shall remain in the Easement Area and shall be maintained by Grantee, its successors and assigns.

Grantee shall, to the extent permitted by Section 768.28, Florida Statutes, indemnify, defend and hold Grantor harmless, from and against any and all damages, loss, liability, expense, claims, causes of action, fines, penalties, losses, liabilities and judgments, including but not limited to attorney's fees and legal costs suffered by same directly or by reason of any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, bodily injury, including death resulting anytime therefrom, and property damage sustained by such person or persons which arises out of, is occasioned by or in any way attributable to the Grantee's use of the Easement Area or failure to properly maintain the Sign.

Grantee's rights under this Easement are subject to any and all utility easements of record which run over, under or across the Easement Area and Grantee's use of the Easement Area shall not interfere with, disturb or disrupt the rights of any party granted pursuant to said utility easements of record. In the event that Grantor must access or maintain any of its utility lines lying within the Easement Area and the Sign is damaged in any manner, Grantor shall not be responsible for any damages or repairs to said Sign.

Either party may enforce this instrument by appropriate action in the courts of Broward County, Florida, and the prevailing party in any such action shall be entitled to attorneys' fees and costs at all levels of trial.

Notwithstanding anything to the contrary herein contained, this easement may be terminated by the execution and recording of a document setting forth the date and terms of such termination and executed by Grantor; its successors and/or assigns and Grantee; its successors and/or assigns.

This Easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners, heirs, agents, licensees, successors and/or assigns, of the Easement Area, or any portion thereof.

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

ATTEST:

By *Susan Bernard*
Susan Bernard, Town Clerk

CITY OF COOPER CITY, a municipal corporation of the State of Florida

By *Suellen H. Fardelmann*
Suellen H. Fardelmann, Mayor

Approved as to form:
Alan Ruf
Alan Ruf, City Attorney
STATE OF FLORIDA
COUNTY OF BROWARD

Dated this 27th day of July, 2004

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 27th day of July, 2004, by Suellen H. Fardelmann, Mayor of COOPER CITY, who is personally known to me or produced _____ as identification.



Susan L. Poling
Commission #DD299642
Expires: Mar 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Susan L. Poling
Notary Public, State of Florida
SUSAN L. Poling
Printed name of Notary

ATTEST:

TOWN OF SOUTHWEST RANCHES
A political subdivision of the State of Florida

By Shari Canada
Shari Canada, Town Clerk

By Mecca Fink
Mecca Fink, Mayor

By: John Canada
Name: John Canada, Town Administrator

Approved as to form:

Gary A. Poliakoff
Gary A. Poliakoff, Town Attorney

Dated this 9 day of Sept, 2004

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 9 day of September, 2004, by Mecca Fink, Mayor of the TOWN OF SOUTHWEST RANCHES, who is personally known to me or produced _____ as identification.

SHARI LYNN CANADA
Notary Public, State of Florida
My comm. exp. Sept. 21, 2007
Comm. No. DD 252220

Shari L Canada
Notary Public, State of Florida
Shari L Canada
Printed name of Notary



SKETCH AND DESCRIPTION OF SIGN EASEMENT AREA

FOR THE TOWN OF SOUTHWEST RANCHES

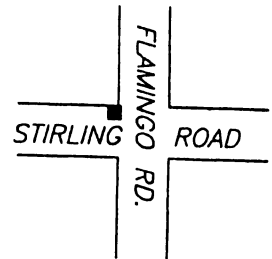
DESCRIPTION

A portion of the right-of-way of Stirling Road according to the plat of "Flamingo Road Baptist Church" as recorded in plat book 112 at page 34 of the public records of Broward County, Florida and a portion of the Central and Southern Florida Flood Control District easement as recorded in Official Records Book 4811, Page 656 of the public records of Broward County, Florida described as follows:

Commencing at the Southeast corner of Section 35 Township 50 South Range 40 East as shown on said Plat; thence South 89°43'46" West (Basis of Bearings) along the South line of said section 35, 85.28 feet; thence North 0°16'14" West, 41.99 feet to the point of beginning. Thence continue North 0°16'14" West, 18.00 feet to the North Right-of-way of Stirling Road said line also forming the South line of Parcel "A" of Said Plat; thence South 89°43'46" West along said North Right-of-way line, 18.00 feet; thence South 0°16'14" East, 18.00 feet; thence North 89°43'46" East, 18.00 feet to the point of beginning.

Said lands situate, lying and being in Broward County, Florida and containing 324 square feet more or less.

THIS IS NOT A SKETCH OF SURVEY. IT IS ONLY THE GRAPHIC REPRESENTATION OF THE DESCRIPTION DEPICTED HEREON



LOCATION MAP
NOT TO SCALE

