

**RESOLUTION NO. 2005 - 063**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A RESTRICTIVE COVENANT AGREEMENT TO MAINTAIN THE SOUTHWEST MEADOWS SANCTUARY – MODIFICATION #1 (CALUSA CORNERS), –OS-115 AS AN OPEN SPACE PARK, IN ACCORDANCE WITH THE TERMS OF THE TOWN’S INTERLOCAL AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO SAID RESTRICTIVE COVENANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, the Town of Southwest Ranches has been generously awarded a \$3.3 million grant from Broward County to reimburse the Town for the acquisition of the Southwest Meadows Sanctuary -- Modification #1 (Calusa Corners); and

**WHEREAS**, as a condition of obtaining the grant, on May 5<sup>th</sup>, 2005, pursuant to Resolution 2005-062, the Town entered into an Interlocal Agreement with Broward County regarding the acquisition, preservation, improvement, operation and management of the property; and

**WHEREAS**, as a condition of the Interlocal Agreement, the Town shall execute a Restrictive Covenants Agreement to maintain the property as an open space park; and

**WHEREAS**, the Town is desirous of satisfying this condition.

**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.

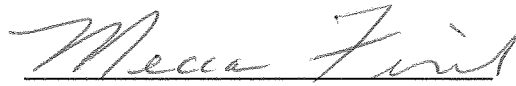
**Section 2.** The Town Council hereby approves the Restrictive Covenant Agreement, attached hereto as Exhibit "A," between the Town of Southwest Ranches and Broward County regarding the Southwest Meadows Sanctuary -- Modification #1 (Calusa Corners).

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Restrictive Covenant Agreement in substantially the same form as attached hereto as Exhibit "A", and to make such modifications, additions and deletions which they deem necessary and proper to effectuate the intent of this Resolution.

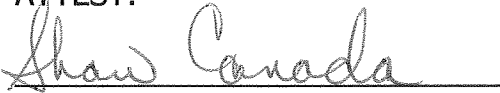
**Section 4.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 5<sup>th</sup> day of May 2005, on a motion by Council Member Aster Knight and seconded by Council Member Don Maines.

Fink	<u>Y</u>	Ayes	<u>3</u>
Blanton	<u>A</u>	Nays	<u>0</u>
Knight	<u>Y</u>	Absent or	
Maines	<u>Y</u>	Abstaining	<u>2</u>
Nelson	<u>A</u>		

  
Mecca Fink, Mayor

ATTEST:

  
Shari Canada, Town Clerk

Approved as to Form and Correctness:

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

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Return recorded document to:  
Dept. of Planning and Environmental Protection  
Land Preservation Section  
218 SW 1st Avenue  
Ft. Lauderdale, FL 33301

Document prepared by:

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**DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ Town of Southwest Ranches, hereinafter referred to as "PROPERTY OWNER."

**W I T N E S S E T H**

WHEREAS, PROPERTY OWNER is the fee title owner of that certain real property located in Broward County, Florida, as described in Exhibit "A," attached hereto and made a part hereof, (the PROPERTY); and

WHEREAS, the PROPERTY was acquired in whole or in part through Broward County's Conservation, Green Space and Open Space Land Acquisition Bond Program; and

WHEREAS, the use of the PROPERTY shall be in accordance with the provisions of the terms and conditions contained in the Broward County's Land Preservation Bond Program, as set forth in Broward County Resolution No. 2000-1230 and the Interlocal Agreement (the AGREEMENT) entered into with Broward County for Acquisition, Improvement/Enhancement, Operation and Management of Conservation Land, Green Space and Open Space Sites approved by the Broward County Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

NOW, THEREFORE, PROPERTY OWNER hereby declares that the Property shall be developed, held, maintained, transferred, sold, conveyed and owned subject to the following designations and restrictive covenants:

1. RECITALS.

The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. RESTRICTIONS.

(a) The PROPERTY shall be preserved as open space and for recreational use in perpetuity.

(b) Only buildings necessary for and ancillary to the open space and recreational use shall be allowed.

(c) Any proposed use for the Site shall be consistent with the terms and conditions contained in the Final Open Space Park Management Plan

(d) No use of the PROPERTY shall be allowed which is inconsistent with the intent and purpose of this Declaration of Restrictive Covenants, the AGREEMENT and the Final Open Space Park Management Plan.

3. MODIFICATION AND TERMINATION.

No revisions to the Declarations of Restrictive Covenants shall be permitted unless specifically approved by the Board of County Commissioners of Broward County, Florida (the BOARD), in accordance with the procedures set forth below. If PROPERTY OWNER, its successors and assigns wishes to modify or terminate these restrictive covenants, it shall be required to do the following:

(a) PROPERTY OWNER must apply to the BOARD for an amendment to, or termination of, these restrictive covenants.

(b) It shall be at the sole discretion of the BOARD whether to modify or terminate these restrictive covenants.

4. COVENANT RUNNING WITH THE LAND.

This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall run with the PROPERTY described in Exhibit "A," and shall be binding on all persons and entities acquiring title to or use of the PROPERTY.

5. ENFORCEMENT.

Broward County, through its Board of County Commissioners, its successors and assigns, is the beneficiary of these restrictive covenants and as such, Broward County may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions. Broward County shall provide PROPERTY OWNER with a written notice of violations for any provision of this Declaration and allow PROPERTY OWNER ninety (90) days to cure the violation. If PROPERTY OWNER fails to remedy the default within the time frame set forth above, PROPERTY OWNER shall transfer fee simple title of the PROPERTY to Broward County within sixty (60) days of the date of Broward County requests transfer of the PROPERTY.

6. WAIVER.

Any failure by Broward County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

7. INVALIDATION.

Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

8. EFFECTIVE DATE.

The Declaration of Restrictive Covenants shall become effective upon recordation in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, \_\_\_\_\_ has hereunto set its authorized hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

CITY OF \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_

Town Clerk

By \_\_\_\_\_  
Town Manager

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

PARCEL "A" OF "CALUSA CORNERS", ACCORDING TO THE PLAT THEREFORE RECORD IN PLAT BOOK 150 AT PAGE 41 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; LESS THE 1.000 ACRE PARCEL AS DESCRIBED AND RECORDED IN OFFICAL RECORD BOOK 19065 AT PAGE 569 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.