

**RESOLUTION NO. 2006-081**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NEW LEASE AGREEMENT WITH THE SOUTH BROWARD DRAINAGE DISTRICT FOR THE TEMPORARY TOWN HALL FACILITY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE NEW LEASE AGREEMENT, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A", WITH THE DELETION OF ALL PROVISIONS THAT WOULD ENABLE THE SOUTH BROWARD DRAINAGE DISTRICT PROPERTY TO BE DE-ANNEXED FROM THE TOWN; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, the Town of Southwest Ranches (the "Town") entered into a Lease Agreement with the South Broward Drainage District (the "SBDD") on June 28, 2004 to allow the Town's temporary Town Hall to be placed on the SBDD property that had been acquired for governmental use; and

**WHEREAS**, on June 19, 2006, the SBDD sent the Town a letter proposing an extension to the Town's Lease Term for an additional three years, commencing on June 28, 2006 through June 27, 2009; and

**WHEREAS**, the Town Council has agreed to the Lease terms with the exclusion of any and all provisions that would enable the SBDD to de-annex the property from the Town; and

**WHEREAS**, it has been determined that it is in the best interest of the Town to enter into the New Lease Agreement as modified.

**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 new Lease Agreement with the South Broward Drainage District, with the exclusion of any and all provisions that would enable the SBDD to de-annex the property from the Town.

**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the New Lease Agreement with the South Broward Drainage District, in substantially the same form as that attached hereto as Exhibit "A", and to make such modifications, additions and or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

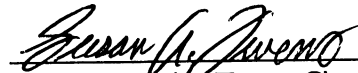
**Section 4:** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 20<sup>th</sup> day of July 2006, on a motion by Council Member Jeff Nelson and seconded by Vice Mayor Don Maines.

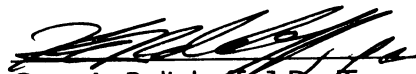
Fink	<u>Y</u>	Ayes	<u>5</u>
Knight	<u>Y</u>	Nays	<u>0</u>
Blanton	<u>Y</u>	Absent	<u>0</u>
Maines	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		

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

ATTEST:

  
\_\_\_\_\_  
Shari Canada, Town Clerk  
SUSAN A. OWENS,

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakov, J.D., Town Attorney  
FTL\_DB: 995344\_1

This instrument prepared by:

Douglas R. Bell, Esquire  
800 East Broward Boulevard  
Suite 601  
Fort Lauderdale, Florida 33301

## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between **South Broward Drainage District**, a political subdivision of the State of Florida established under Chapter 98-524, Laws of Florida, (the "Drainage District"), and Town of Southwest Ranches, a not for profit Florida municipality (the "Town").

WHEREAS, Drainage District is the Owner of certain real property located at 6591 Southwest 160th Avenue, in the Town of Southwest Ranches, County of Broward, and State of Florida (the "Property") more particularly described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

and,

WHEREAS, Town is utilizing up to seven (7) modular facilities for use as a temporary Town Hall on the Property; and

WHEREAS, on June 28, 2001, the Drainage District and the Town entered into an Agreement wherein the Drainage District agreed to allow the Town to place the modular facilities on the Property for use as a temporary Town Hall for a period of three (3) years; and

WHEREAS, on June 28, 2004, the Drainage District and the Town entered into a Lease Agreement to allow the Town to continue utilizing the Drainage District's Property for a period of two (2) years or from June 28, 2004 until January 27, 2006; and

WHEREAS, the June 28, 2004 Lease Agreement terminated on the 27<sup>th</sup> day of June, 2006; and

WHEREAS, the Town has requested Drainage District to allow the Town to continue utilizing the Property for its temporary Town Hall for a period of three (3) years or from June 28, 2006 until June 27, 2009; and

WHEREAS, so long as the Town agrees to the terms of this Lease Agreement, the Drainage District agrees to allow the Town's temporary Town Hall facilities to remain on the Property in its current location for a period not to exceed three (3) years beginning on June 28<sup>th</sup>, 2006 and terminating on June 27, 2009; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Town and Drainage District, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. Town can utilize that portion of the Property designated by the Drainage District for a period not to exceed three (3) years from June 28, 2006 or until its termination on June 27, 2009.

2. Drainage District shall incur no costs or liability of any nature arising out of the presence and use of the Town Hall facilities on the Property. To the extent that any permits or approvals are required for said Town Hall facilities, the Town shall solely be responsible for obtaining same. To the extent that the Drainage District's insurance costs are increased to insure against any potential property damage or liability associated with the Town Hall facilities being placed for use on the Property or the Town's use of the Drainage District meeting room, the Town shall reimburse the Drainage District for any increase in the cost of its insurance. In addition, Town shall obtain insurance with a coverage in a minimum amount of \$1,000,000.00, to provide coverage for property damage or liability associated with the Town Hall facilities being located and used on the Drainage District's Property; and in the event said insurance is insufficient to cover any resulting claims, the Town shall, to the extent provided by law, be solely responsible for all liability or damage caused by the placement or use of the Town Hall facilities on the Drainage District's Property and damages caused by the Town's use of the Drainage District meeting room.

3. Drainage District is hereby released from any claim of any nature relative to the physical condition of the Town Hall facilities, including but not limited to, damage occurring while the Town Hall facilities are located on or used on the Property.

4. The Town acknowledges that the Property is being provided by Drainage District "as is" with no representation by the Drainage District as to the suitability of this Property for the placement or use of the Town Hall facilities.

5. Upon removal of the Town Hall facilities, after the termination of this Lease Agreement, the Town shall within ninety (90) days after said termination remove all debris and restore the Property to its original condition prior to preparation of site for Town modular facilities.

6. The Town shall be allowed to accept public access to the Property through the Property's current entrance during the hours of 7:30 A.M. through 6:00 P.M. weekends and holidays excluded. Also, the Town staff (Administration and Council Members) shall have access to the Property at all other hours necessary for the full and efficient operation of the Town.

7. Drainage District shall have no responsibility or obligation for the Town Hall facilities

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~~competitive bids and deannexation of the District's Property from the Town after expiration of this Lease Agreement or any new lease that the District may enter into with the Town for the property.~~

23. The District agrees to record a restrictive covenant or deed restriction on the Property which will prevent the District from rezoning, developing or selling the property for commercial use.

24. In the event the Drainage District incurs any expense, including attorney's fees: (A) In collecting any sum of money due under this Lease; (B) In evicting the Town; (C) In enforcing any of Drainage District's rights under this Lease Agreement; or (D) Because of any non-compliance with this Lease Agreement by the Town, the Town, will owe to and reimburse Drainage District for all of such expenses incurred, including attorney's fees prior to and during litigation, if any.

25. If the Town retains possession of the Property, or any part thereof, beyond the end of the lease term, the Town shall pay Drainage District for all damages consequential as well as direct, sustained by reason of the Town's retention of possession. The provisions of this paragraph shall not limit or in any way impair or waive Drainage District's right to possession, right of re-entry or any other right or remedy given hereunder or pursuant to law.

26. Drainage District shall not be liable for any damage or injury to the Town, to the Town's employees and invitees, to the Town Hall facilities, to the leased area, or to anything therein from water, wind, or the elements or because of the action of any other tenant or any person not under the direct control of the Drainage District, or from a failure of Drainage District to perform any of Drainage District's duties hereunder unless the Town has given written notice of such alleged Drainage District's failure and Drainage District has failed to take reasonable action to cure the failure. The Town agrees that it will obtain business interruption insurance, and that no claim or alleged claim for damages against Drainage District will be the basis for any set-off or credit against rent.

27. The following notice is required by Fla. Stat. §404.056(5): Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

28. This Lease Agreement constitutes the full agreement of the parties and supercedes all oral or prior agreements. No modifications or changes to this Lease Agreement shall be effective unless the same are made in writing and signed by the party against whom enforcement is sought.

29. The Town agrees that it will not manufacture or dispose of any Hazardous Substance (as hereinafter defined) on the Property or on any adjacent land, or store or use any such Hazardous Substances on the Property or on such adjacent land in such quantities, concentrations, forms or

levels, or otherwise in a manner which is in violation of any applicable environmental laws. "Hazardous Substance" means any toxic or hazardous waste, pollutants or substances, including without limitation, asbestos, PCB's, petroleum products or by-products, substances defined or listed a "hazardous substance", "toxic substance", "toxic pollutant", or similarly identified substance or mixture, in or pursuant to any environmental law, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et. seq., the Hazardous Materials Environmental Transportation Act, 49 U.S.C. §1802, et. seq., The Resource Conservation and Recovery Act, 42 U.S.C. §6901, et. seq., The Toxic Substance Control Act of 1978, as amended, 15 U.S.C. §2601, et. seq., and the Clean Water Act, 33 U.S.C. §446, et. seq., as amended. Should the Town violate the foregoing, the Town will promptly undertake remedial action to cure any pollution or detrimental effect on the Property and will indemnify and hold Drainage District harmless for any liability, loss, expense, reduction in property value or other effect arising to Drainage District. Without limiting the survival of other Lease Agreement terms, the Town specifically agrees that its responsibility for remedial action and indemnification will survive the expiration of this Lease Agreement.

30. Nothing contained herein shall be deemed to constitute a waiver by Drainage District or Town of any limitations of their liability that is accorded Drainage District and Town by virtue of §768.28, Florida Statutes, or any subsequent enacted similar law.

31. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which constitute one and the same Agreement.

IN WITNESS WHEREOF, Drainage District and Town have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

"Drainage District"  
(SOUTH BROWARD DRAINAGE DISTRICT)

\_\_\_\_\_  
Witness Signature 1

\_\_\_\_\_  
Witness Printed Name 1

\_\_\_\_\_  
Witness Signature 1

\_\_\_\_\_  
Witness Printed Name 1

\_\_\_\_\_  
Thomas F. Gill, President

Attest:

\_\_\_\_\_  
Jack McCluskey, Secretary

"Town"  
(TOWN OF SOUTHWEST RANCHES)

\_\_\_\_\_  
Witness Signature †

\_\_\_\_\_  
Witness Printed Name †

\_\_\_\_\_  
Witness Signature †

\_\_\_\_\_  
Witness Printed Name †

Attest:

\_\_\_\_\_  
Susan Owens, Town Clerk

Approved as to Form and Correctness:

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

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

LEASE AGREEMENT BETWEEN SOUTH BROWARD DRAINAGE DISTRICT AND TOWN OF  
SOUTHWEST RANCHES

EXHIBIT "A"

TRACT A OF SOUTH BROWARD DRAINAGE DISTRICT, ACCORDING TO THE PLAT THEREOF, RECORDED AT PLAT BOOK 144, PAGE 12 OF THE BROWARD COUNTY, FLORIDA PUBLIC RECORDS, SAID LANDS LYING, BEING AND SITUATE IN BROWARD COUNTY, FLORIDA