

RESOLUTION 2007 – 072

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT BETWEEN SOUTH BROWARD DRAINAGE DISTRICT ("DISTRICT") AND THE TOWN OF SOUTHWEST RANCHES FOR USE OF A PORTION OF THE DISTRICT'S PROPERTY ADJACENT TO THE TOWN'S PUBLIC SAFETY COMPLEX FOR CONSTRUCTION OF AN OVERFLOW PARKING LOT; AUTHORIZING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches ("Town") is the owner of the following described property:

Parcel A of Public Safety Complex, according to the plat thereof, as recorded in Plat Book 174, Page 57 of the Public Records of Broward County, Florida ("Town Property"); and

WHEREAS, the Town intends to utilize the Town Property for construction of its volunteer fire station facility; and

WHEREAS, the District is the owner of the property located adjacent to and east of Town Property ("District Property"); and

WHEREAS, the Town has requested permission from the District to construct an overflow parking lot on a portion of the District Property; and

WHEREAS, the District has consented to the Town's use of a portion of the District Property as an overflow parking lot in accordance with the terms and provisions set forth in the Agreement attached hereto and made a part hereof and marked Exhibit "A"; and

WHEREAS, the Town Council deems it to be in the best interest of the citizens and residents of the Town of Southwest Ranches to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA.

SECTION 1. The foregoing recitals are confirmed and ratified as being true and correct, and are incorporated herein by this reference.

SECTION 2. The Town Council of the Town of Southwest Ranches hereby approves the Agreement between South Broward Drainage District and the Town of Southwest Ranches, which is attached hereto as **Exhibit "A"** and incorporated herein.

SECTION 3. The appropriate Town officials are hereby authorized to execute the Agreement, and the Town Administrator and Town Attorney are authorized to make any non material revisions to the Agreement as may be acceptable to the Town Administrator and approved as to form and legal sufficiency by the Town Attorney, consistent with the intent of this Resolution.

SECTION 4. The Town of Southwest Ranches hereby agrees to be bound by the covenants and requirements of the aforementioned Agreement and comply with all provisions therein.

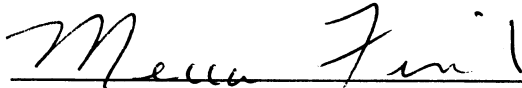
SECTION 5. The Agreement shall be recorded by the Town in the public Records of Broward County, Florida.

SECTION 6. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of June, 2007, on a motion by Council Member Aster Knight and seconded by Council Member Jeff Nelson.

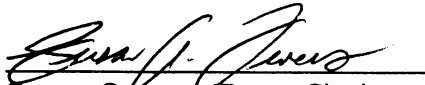
Fink	<u>Yes</u>
Maines	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Knight	<u>Yes</u>
Nelson	<u>Yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



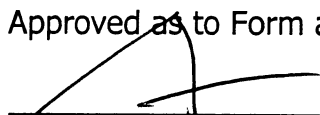
Mecca Fink, Mayor

Attest:



Susan Owens, Town Clerk

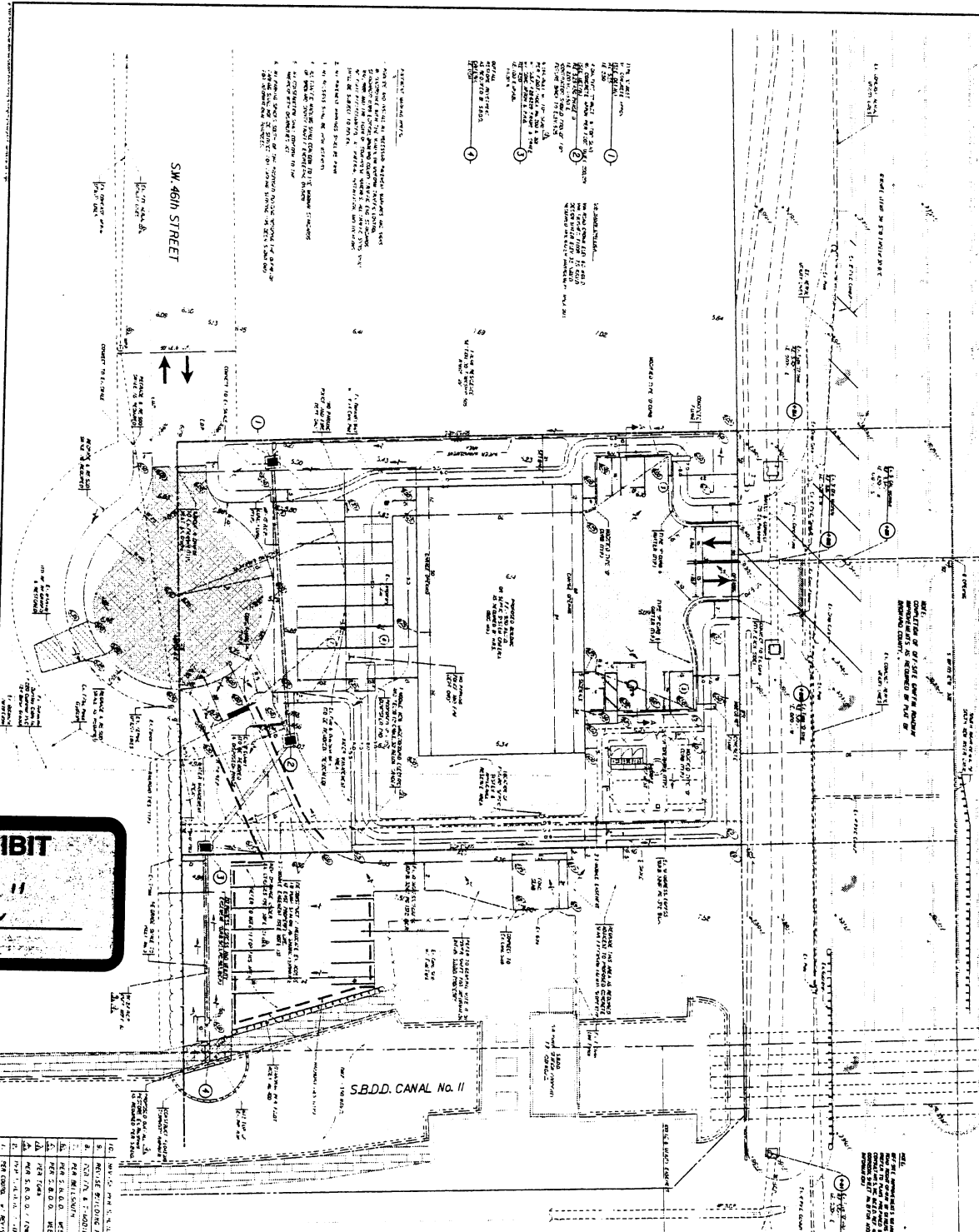
Approved as to Form and Correctness:



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

FTL_DB: 1053150_1

GRIFFIN ROAD (FUTURE CONSTRUCTION)



- GENERAL NOTES:**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
 3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
 7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT STREETS AND ALLEYS.
 8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
 9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
 10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH ALL STAKEHOLDERS.
 11. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL MATERIALS AND LABOR USED.
 12. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL TESTS AND INSPECTIONS.
 13. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CHANGES AND VARIATIONS.
 14. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL DELAYS AND INTERRUPTIONS.
 15. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL ACCIDENTS AND INJURIES.

EXHIBIT
"C"

NO.	DESCRIPTION	AMOUNT	TOTAL
1	CONCEPTUAL SITE IMPROVEMENTS PLAN	10,000.00	10,000.00
2	PERMITS AND APPROVALS	5,000.00	15,000.00
3	UTILITY LOCATIONS	2,000.00	17,000.00
4	LANDSCAPING	3,000.00	20,000.00
5	PAVING	10,000.00	30,000.00
6	CONCRETE	15,000.00	45,000.00
7	STEEL	20,000.00	65,000.00
8	WOOD	10,000.00	75,000.00
9	MECHANICAL	15,000.00	90,000.00
10	ELECTRICAL	10,000.00	100,000.00
11	PLUMBING	10,000.00	110,000.00
12	PAINT	5,000.00	115,000.00
13	LABOR	10,000.00	125,000.00
14	OVERHEAD	10,000.00	135,000.00
15	PROFIT	10,000.00	145,000.00
16	TOTAL		145,000.00

CONCEPTUAL SITE IMPROVEMENTS PLAN
PUBLIC SAFETY BUILDING
TOWN OF SOUTHWEST RANCHES
H.F. WINNINGHAM & FRAZIER, INC.
10000 SW 172 AVENUE, SUITE 100
MIRAMONTE, FL 33449
TEL: 561-200-1234
FAX: 561-200-1235

PREPARED BY: H.F. WINNINGHAM & FRAZIER, INC.
DATE: 10/15/2010
SCALE: AS SHOWN
PROJECT NO.: 10000 SW 172 AVENUE, SUITE 100, MIRAMONTE, FL 33449

Exhibit "A"

Beginning at the intersection of the East line of Section 30, Township 50 South, Range 40 East and the South Right-of-Way of the South New River Canal;

Thence South $00^{\circ}22'25''$ West on an assumed bearing along the said East line of Section 30 for a distance of 325.01 feet;

Thence West for a distance of 357.88 feet;

Thence North for a distance of 325 feet to a point on the said South Right-of-Way line of the South New River Canal;

Thence East and along the said South Right-of-Way line of the South New River Canal for a distance of 360 feet to the Point of Beginning;

Said lands situate, lying and being in Broward County, Florida.

Less that portion of the above described property in Warranty Deed dated October 19, 1981, from Mabel Wood and Bette Mosier to Broward County, Recorded at Official Records Book 10285, Page 720 of the Public Records of Broward County, Florida.

and also

Less the West 175 feet of the above described property thereof;

Prepared by: DOUGLAS R. BELL, ESQUIRE
RETURN TO:⇒ CUMBERLAND BUILDING, SUITE 601
800 EAST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301

Exhibit "A"

Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 2007 by and between **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, whose address is 6591 Southwest 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "District", and **TOWN OF SOUTHWEST RANCHES**, a not-for-profit Florida municipality, whose address is 6589 Southwest 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "Town".

WITNESSETH:

WHEREAS, District is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, Town is the owner of the following described property:

Parcel A of Public Facility Safety Complex, according to the plat thereof, as recorded in Plat Book 174, Page 57 of the Public records of Broward County, Florida, said lands lying, situate and being in Broward County, Florida.

(hereinafter referred to as "Town Property") and which is further identified by Broward County Property Appraiser Folio _ 0030 10 0010; and

WHEREAS, Town purchased Town Property from District by Special Deed recorded in the Broward County Public Records at Official Records Book 32187, Page 1372; and

WHEREAS, pursuant to said Special Deed, the District retained an Ingress/Egress Easement over the South 35 feet and East 10 feet of Town property hereinafter referred to as "Easement"; and

WHEREAS, the District is the owner of property located adjacent to and east of Town Property which is described on Exhibit "A" attached hereto and incorporated herein in its entirety, hereinafter referred to as "District Property"; and

WHEREAS, the District's S-8 Basin pump station facilities and portion of a District canal are located on District Property; and

WHEREAS, the Town intends to utilize Town Property for construction of its volunteer fire station facility; and

WHEREAS, Town has requested permission from District to construct an overflow parking lot which will accommodate Town authorized vehicles on the District Property. The area of District Property that the overflow parking lot will be constructed on is described on Exhibit "B" attached hereto; and

WHEREAS, a true and correct copy of a preliminary/conceptual site plan depicting the proposed parking lot and associated improvements is attached hereto as Exhibit "C" ("Preliminary Site Plan"); and

WHEREAS, in addition to the parking lot, the Town proposes to construct a limerock access road over the Easement, an 8" thick (12" at edges) reinforced concrete slab adjacent to the S-8 Pump Station facility entrance gate, a limerock access paved area between the parking lot and the concrete slab, new drainage culvert facilities across the Easement and District Property, guardrail adjacent to the east side of the parking lot and such other improvements as are depicted on the Exhibit "C" Preliminary Site Plan, all of said improvements being hereinafter referred to as

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 District and Town, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.

2. District agrees to issue a permit to Town permitting construction of the Improvements within the Easement and District Property, provided Town first submits to District for approval the final site plan and construction plans which are in substantial compliance with the minimum criteria established by District and as stated above.

3. All subsequent owners of Town property and District Property shall be bound by this Agreement which will be a covenant running with the land.

4. Town does hereby agree for itself and its successors, assigns and heirs, with respect to the Easement and District Property on which the Improvements are constructed, to the extent provided by law, to indemnify District and hold it harmless from any claims, losses, damages or expenses, specifically and exclusively arising out of the construction of the Improvements within the Easement and District Property. This indemnification includes but is not limited to any and all personal injuries which may be suffered by any individuals or property damage which may be incurred by any individuals or entities as a result of the construction of the Improvements within the Easement and District Property. Town agrees to indemnify District for any and all liability, loss or damage District may suffer as a result of such claims, demands, costs or judgments and further agrees to take over and defend any such claims brought or actions filed against District with respect to the subject of the indemnity contained in this Agreement. The foregoing indemnity shall include reasonable attorney's fees and court costs incurred by District including court costs and reasonable attorney's fees incurred at the trial and all appellate levels. Nothing contained herein shall be deemed, however, to constitute a waiver by District or Town of any limitations of its liability that may be accorded District by virtue of §768.28 Florida Statutes, or any subsequently enacted similar law.

5. Town agrees that during and following construction of the Improvements within the Easement and District Property, Town shall take all reasonable and necessary steps to prevent pollution and damage to the adjacent District canal as a result of said construction. In addition, Town agrees to be responsible for and reimburse District for all expenses arising out of pollution or damage to the adjacent canal resulting from said construction.

6. Town agrees to maintain the Improvements built by Town or with Town's permission in or on the Easement and District Property and Town agrees to fully and completely indemnify and hold harmless District, successors and assigns for damages because of bodily injury or death resulting therefrom, sustained by any person or persons or because of any damage to real property or personal property of District or of any person or entity due to any act or omission of Town, its employees, subcontractors, designees or agents in or on the Easement or District Property. Nothing stated herein shall render Town liable for any wilfully negligent or willful acts of District or District employees.

7. The District agrees and Town acknowledges that in the event District requires the use of the Easement or District Property on which the Improvements are constructed, the District shall notify Town at least twenty (20) days prior to the date that said use may be required. In this event, District agrees to use reasonable precaution to prevent damage to the Improvements. After the Improvements are constructed, in the event the District damages any portion of the Improvements, the District agrees to be responsible for the construction and expenses necessary to restore the Improvements to their condition as of the date of said use, except as stated in Paragraph 14 which allows the District to remove all or a portion of the Improvements.

8. Town agrees that if it is necessary for District to restore the Improvements or District Property which are damaged due to activities of the Town or the Town's employees or invitees, subject to Town being notified to restore the Improvements within thirty (30) days of said notice, that Town will reimburse District for any and all costs incurred by District to effect said restoration, including attorney's fees and costs expended in connection with such restoration. Notwithstanding the foregoing, said time to restore shall reasonably be extended if Town is actively and diligently working toward restoring the Improvements.

9. Notwithstanding the provisions of Paragraph No. 7 and 8 of this Agreement, if an

the Improvements and that Town is solely responsible for the structural integrity and sufficiency of the Improvements.

12. Town further acknowledges that the Improvements will be constructed in substantial compliance with the plans which must be approved by District.

13. No changes, additions or modifications to any portion of the Improvements approved by this Agreement shall be permitted without approval of the District Director. In addition, if any portion of the Improvements are removed for any reason, Town shall not replace same without the approval of the District.

14. Notwithstanding the above, if District requires the expansion of its S-8 Basin Pump Station facilities or adjacent canal or any other use of the District's property as a result of the District's maintenance or drainage requirements, District will be allowed to remove that portion of the Improvements within the District Property as may be designated by District which is required by District as a result of District's maintenance or drainage requirements. In addition, District acknowledges that in the event it becomes necessary to remove or replace the Improvements that all construction will be performed so as to avoid to the extent practical, interference with the Town Property. In this event, District agrees to allow Town and Town's employees to temporarily park within the District Property to the extent District Property is available for said parking.

15. District retains the right to store material and equipment within the proposed parking area for designated periods of time when necessary for maintenance or improvements to the S-8 Pump Station Facility or the District canal located within the District Property and adjacent to the Improvements.

16. In the event of a pending hurricane or other severe weather event, or in the aftermath of such event, or in the event of an emergency related to the Pump Station, the District in its sole discretion shall have the right to full unrestricted access to the Easement and the District Property, and the Town shall remove or cause to be removed all vehicles from the Easement and/or District property within 4 hours written notice from the District. If any vehicles remain after said 4 hour notice, District shall have the right to remove said vehicles without liability for any damage which may occur.

17. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to District:

South Broward Drainage District
Attn: District Director
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

with copy to:

Douglas R. Bell, Esquire
Cumberland Building, Suite 601
800 East Broward Boulevard
Ft. Lauderdale, Florida 33301

As to Town:

Town of Southwest Ranches
Attn: Town Administrator
6589 Southwest 160th Avenue
Southwest Ranches, Florida 33331

or to the record owners of the Town property and District Property according to the Broward County Property Appraiser's Office if the original Property Owners are no longer the owner of the Subject Property.

unless the address is changed by a party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement, including, but not limited to Paragraph 16 notices above, may be sent by facsimile, electronic mail,

22. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

23. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the parties to this Agreement, their successors and/or assigns.

24. Typewritten or handwritten provisions inserted in this Agreement (and initialed by the parties) shall control all printed provisions in conflict therewith.

25. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld.

26. This Agreement shall be severable and if any part or portion of this Agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement.

27. This Agreement merges and supersedes any and all previous agreements on this subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

28. The Town shall reimburse District for reasonable legal expenses incurred in the preparation and approval of this Agreement.

29. This Agreement shall be recorded in the public records of Broward County, Florida, the Town to pay for the cost of said recording.

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

Signed, sealed and delivered
in the presence of:

"District" (SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature ↑

By: Jack McCluskey, President

Witness Printed Name ↑

Attest:

Witness Signature ↑

Witness Printed Name ↑

James M. Ryan, Secretary

STATE OF FLORIDA)

)§
COUNTY OF BROWARD) The foregoing Agreement was acknowledged before me this
____ day of _____, 2007 by JACK McCLUSKEY and JAMES M. RYAN, as President and
Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of
the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally
known to me.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day
of _____, 2007.

NOTARY SEAL OR STAMP

NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

"Town of Southwest Ranches"

MECCA FINK, MAYOR

SUSAN OWENS, TOWN CLERK

Attest:

Christopher J. Russo
TOWN ADMINISTRATOR

Approved as to Form and Correctness:

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

STATE OF FLORIDA)

COUNTY OF BROWARD) §

The foregoing Agreement was acknowledged before me this 14th day of JUNE, 2007, MECCA FINK and CHRISTOPHER J. RUSSO, as Mayor and Town Administrator respectively of the TOWN OF SOUTHWEST RANCHES, a not for profit Florida municipality, who: are personally known to me) (have produced _____ and _____ as identification).

WITNESS my hand and official seal in the county and state last aforesaid this 14th day of June, 2007.

NOTARY SEAL OR STAMP



NOTARY PUBLIC: STATE OF FLORIDA AT LARGE

Exhibit "B"

DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
 COMMENCING AT THE SOUTHEAST CORNER OF PARCEL A, ACCORDING TO THE PLAT OF PUBLIC FACILITY SAFETY COMPLEX, AS RECORDED IN PLAT BOOK 174 AT PAGE 57 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 01°53'42" WEST (ON A GRID BEARING) 15.51 FEET ALONG THE EAST BOUNDARY OF SAID PARCEL A TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°53'42" WEST 70.00 FEET ALONG SAID EAST BOUNDARY; THENCE RUN NORTH 88°05'16" EAST 58.38 FEET; THENCE RUN SOUTH 17°22'00" EAST 72.63 FEET; THENCE RUN SOUTH 88°05'16" WEST 77.75 FEET TO THE POINT OF BEGINNING.
 SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

