

**RESOLUTION 2008 – 012**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN SOUTH BROWARD DRAINAGE DISTRICT ("DISTRICT") AND THE TOWN OF SOUTHWEST RANCHES; SAID AGREEMENT PROVIDING CERTAIN CONDITIONS AND AGREEMENTS BETWEEN THE DISTRICT AND THE TOWN; PROVIDING FOR THE DE-ANNEXATION OF LAND OWNED BY THE DISTRICT FROM THE TOWN OF DAVIE AND ANNEXATION OF SAID LAND OWNED BY THE DISTRICT INTO THE TOWN OF SOUTHWEST RANCHES; AUTHORIZING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

Tract A of South Broward Drainage District, according to the plat thereof, as recorded in Plat Book 144, Page 12 of the Public Records of Broward County, Florida ("Subject Property"); and

WHEREAS, in 2001, the District executed a Pre-Annexation Agreement, which said Agreement provided for the de-annexation of the Subject Property from the Town of Davie and the annexation of the Subject Property into the Town of Southwest Ranches; and

WHEREAS, the Pre-Annexation Agreement should have been executed by the Town of Southwest Ranches in 2001; however, the Pre-Annexation Agreement was not executed; and

WHEREAS, pursuant to the terms and provisions of Paragraph 35 of the November 28, 2006 Lease Agreement between the Town of Southwest Ranches and the District, the Town of Southwest Ranches is required to execute the Pre-Annexation Agreement in the form as attached hereto and made a part hereof and marked Exhibit "A";

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 Pre-Annexation 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 Pre-Annexation Agreement between the 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 Pre-Annexation Agreement, and the Town Administrator and Town Attorney are authorized to make any non material revisions to the Pre-Annexation 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.

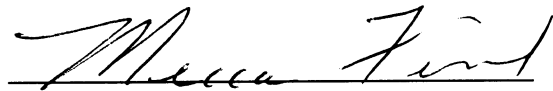
**SECTION 4.** The Town of Southwest Ranches hereby agrees to be bound by the covenants and requirements of the aforementioned Pre-Annexation Agreement and comply with all provisions therein.

**SECTION 5.** 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 1<sup>st</sup> day of November 2007, on a motion by Vice Mayor Don Maines and seconded by Council Member Aster Knight.

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

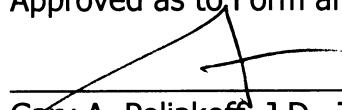
**[SIGNATURES ON NEXT PAGE]**

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

Attest:

  
\_\_\_\_\_  
Susan A. Owens, Town Clerk

Approved as to Form and Correctness:

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

FTL\_DB: 1076717\_1

Exhibit "A"

SWRanchesAnnexation.deh  
SBD N° 2518  
March 28, 2001

**PRE-ANNEXATION AGREEMENT BETWEEN  
SOUTH BROWARD DRAINAGE DISTRICT AND  
THE TOWN OF SOUTHWEST RANCHES**

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 S.W. 160th Avenue, Davie, Florida 33331, hereinafter referred to as "District", and  
the Town of Southwest Ranches, a municipal corporation of the State of Florida, whose address is c/o John  
Canada, Town Administrator, 3111 Stirling Road, Fort Lauderdale, Florida 33312, hereinafter referred to as  
"Southwest Ranches".

**WITNESSETH:**

WHEREAS, District is a political subdivision of the State of Florida which was created by Chapter 67-  
904, Laws of Florida, and its charter was subsequently codified by Chapter 98-524, Laws of Florida; and  
WHEREAS, Town is a municipal corporation of the State of Florida and was created by Chapter 2000-475, Laws  
of Florida; and

WHEREAS, District is the owner of land which is located in the Town of Davie and Broward County,  
Florida, said land being described as follows:

Tract "A" of South Broward Drainage District, according to the plat thereof,  
recorded at Plat Book 144, Page 12 of the Public Records of Broward  
County, Florida.

hereinafter referred to as "Subject Property"; and

WHEREAS, Subject Property is presently zoned by Broward County and the Town of Davie as A-1;  
and

WHEREAS, Southwest Ranches and District are desirous of de-annexing Subject Property from the  
Town of Davie and annexing Subject Property into Southwest Ranches upon certain terms and conditions;  
and

WHEREAS, Subject Property is contiguous to the municipal boundaries of Southwest Ranches; and

WHEREAS, Subject Property is reasonably compact; and

WHEREAS, Southwest Ranches has sufficient municipal services to provide to Subject Property upon  
such annexation; and

WHEREAS, this Agreement does not contract away Southwest Ranches governmental powers; and

WHEREAS, this Agreement does not contract away District's governmental power; and

WHEREAS, annexation of Subject Property into Southwest Ranches will be in the best interest of  
Southwest Ranches and its residents; and

WHEREAS, annexation of Subject Property into Southwest Ranches will be in the best interest of  
District and its residents; and

WHEREAS, Southwest Ranches has submitted legislation to the State Legislature which provides for de-annexing Subject Property from the Town of Davie and annexing Subject Property Into Southwest Ranches; and

WHEREAS, the District Board of Supervisors has approved this Agreement and has authorized the proper District officials to execute this Agreement by resolution approved at a regular meeting of the Board of Supervisors on March 29, 2001; and

WHEREAS, Southwest Ranches has approved this Agreement and has authorized the proper Town officials to execute this Agreement per resolution passed at a regular meeting of the Town Council on

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of Southwest Ranches and District and other good and valuable consideration, the receipt of which is hereby acknowledged the parties covenant and agree to the following findings, facts, terms and conditions.

PART I

DISTRICT'S OBLIGATIONS

District agrees to the voluntary de-annexation of Subject Property from the Town of Davie and annexation of Subject Property into Southwest Ranches as expeditiously as possible.

PART II

SOUTHWEST RANCHES' OBLIGATIONS AND AGREEMENTS

- A. Southwest Ranches agrees to use due diligence to effectuate the voluntary annexation of Subject Property into Southwest Ranches as expeditiously as possible.
- B. Southwest Ranches will withhold giving plat approval ~~or issuing building permits~~ for any property presently within the boundaries of the District and Southwest Ranches or which may become within the limits of District and Southwest Ranches until such time District approves said plats and the drainage and paying for all development ~~and proposed construction of improvements~~ to real property within the boundaries of District and Southwest Ranches. District  
Town
- C. Southwest Ranches agrees to allow District to maintain its existing headquarters on Subject Property and include on such property such maintenance facilities and other works of the District as may be necessary to operate the facilities of the District and also to store materials and equipment on Subject Property as may be required by District to provide services to the jurisdictional area of the District. District  
Town
- D. Beginning with the date of the annexation of Subject Property into Southwest Ranches, Southwest Ranches agrees to expedite site plan approval for Subject Property, amendments to District's plat and issuance of any requested permits for improvements to Subject Property, and to perform the inspections required for all permits and construction for Subject Property, if any. No fees will be charged

to District for any of these approvals or permits or application for said approvals or permits for Subject Property or for works of the District within the limits of Southwest Ranches.

E. Southwest Ranches shall provide District solid waste disposal, drainage, regional transportation network, local street and roadway network, fire protection and police service. No fees will be charged to District for any of these services.

### PART III

#### FINDINGS

A. The District's voluntary annexation into Southwest Ranches is consistent with the Southwest Ranches land use plan and map and zoning map as adopted and amended.

B. The following services are available and adequate:

(1) Potable water, wastewater treatment and disposal, solid waste disposal, drainage, regional transportation network, local street and road network, fire protection and police protection.

### PART IV

#### ADDITIONAL PROVISIONS

A. EFFECTIVE DATE

This Agreement shall not be binding until fully executed, but when executed, shall have a retroactive effect commencing from the date of the Southwest Ranches meeting at which it was approved.

B. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

C. AMENDMENTS OR MODIFICATIONS

In the event the circumstances change to the point that this Agreement is rendered unfeasible or for any other reason, upon the mutual consent of both parties, this Agreement can be modified or amended to reflect such changes.

D. TERMINATION

Notwithstanding any other provisions in this Agreement, in the event either the District or Southwest Ranches determines for any reason whatsoever that the de-annexation of Subject Property from the Town of Davie and annexation of Subject Property into the Southwest Ranches should not proceed, then either party may request the State legislature to terminate the pending de-annexation/annexation legislation without the consent or approval of the other party.

This provision shall be of no force or effect at such time the proposed de-annexation/annexation legislation submitted to the State legislature becomes law.

E. ATTORNEY'S FEES

(1) Southwest Ranches shall reimburse District for all attorney's fees and expenses incurred by District associated with the annexation of Subject Property into Southwest Ranches.

(2) In the event that the de-annexation of Subject Property from the Town of Davie and annexation of Subject Property into Southwest Ranches or the validity of this Agreement is objected to or challenged in any way, Southwest Ranches will pay all costs and attorney's fees incurred by both District and Southwest Ranches associated with said objection(s) and challenge.

F. NOTICE

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 S.W. 160th Avenue  
Davie, Florida 33331

With a copy to:

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

As to Southwest Ranches:

Town of Southwest Ranches  
Christopher J. Russo, Town Administrator  
6589 SW 160th Ave.  
Southwest Ranches, Florida 33331

unless the address is changed by a party by notice given to the other party. 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 may be sent by facsimile, e-mail, telegraph or private courier, but shall be deemed to have given when received.

G. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of the parties, their successors and assigns.

H. RECORDING

This Agreement shall not be recorded in the public records.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed on the day and year indicated below.

TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida,

Attest:  
Susan Owens, Town Clerk

By: Mecca Fink, Mayor

Approved as to Form:  
By: Gary A. Poliakoff, J.D., Town Attorney

Christopher J. Russo  
Town Administrator

Signed and witnessed in the presence of:  
Pamela Walsh  
Signature  
PAMELA WALSH  
Print Name  
Douglas R. Bell  
Signature  
DOUGLAS R. BELL  
Print Name

SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida  
By: Leonard Miller  
Leonard Miller, President

ATTEST:  
Ronald E. Corbitt, Jr.  
Ronald E. Corbitt, Jr., Secretary  
DATE: 3/29/01

Approved as to Form:  
Douglas R. Bell  
Douglas R. Bell, Esquire, District Attorney