

**RESOLUTION NO. 2018 - 068**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A MAINTENANCE, INDEMNIFICATION, AND WORK AGREEMENT WITH RAY WILLIAMS AND REINA WILLIAMS, TO ALLOW A DETACHED GARAGE TO BE LOCATED WITHIN THE TOWN'S ROAD AND DRAINAGE EASEMENT; WAIVING THE REQUIRED SETBACK TO ALLOW THE GARAGE TO BE PLACED WITHIN THE DESIRED LOCATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Ray Williams and Reina Williams (hereinafter "Williams") own the property located at 4820 SW 134<sup>th</sup> Avenue (the "Property"); and

**WHEREAS**, to the South of the Williams property is a road and drainage easement dedicated as part of the West Broward Christian Center Plat, recorded in Plat Book 136, Page 49, of the Public Records of Broward County Florida; and

**WHEREAS**, the road and drainage easement adjacent to the Property is maintained by Williams; and

**WHEREAS**, in 2017, Williams applied to construct a detached garage on the Property; and

**WHEREAS**, after meeting with the Town's Zoning Department, Williams was told that the garage could be placed within the Town's road and drainage easement provided that Williams continued to maintain the easement, and provided that Williams signed a Maintenance, Indemnification, and Work Agreement, prepared by the Town Attorney; and

**WHEREAS**, Williams accepted the Zoning Department's condition of approval and built the garage; and

**WHEREAS**, this Resolution and the execution of the Maintenance, Indemnification, and Work Agreement, attached hereto as Exhibit "A", satisfies the Zoning Department's condition of approval.

**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 Maintenance, Indemnification and Work Agreement between the Town of Southwest Ranches and Ray Williams and Reina Williams, attached hereto and incorporated herein by reference as Exhibit "A".

**Section 3.** The Town Council hereby approves the detached garage to be constructed in the location indicated on the survey attached hereto as Exhibit "B", and waives any required setback to allow the garage to be placed in this location.

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement 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.** 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 23<sup>rd</sup> day of August, 2018 on a motion by

C. Breitkreuz and seconded by C. Schroeder.

McKay  
Fisikelli  
Breitkreuz  
Jablonski  
Schroeder

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Ayes 5  
Nays 0  
Absent 0  
Abstaining 0

[Signature]  
Doug McKay, Mayor

Attest:  
[Signature]

Russell Muñiz, Assistant Town Administrator/Town Clerk

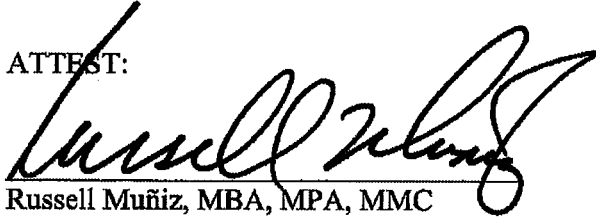
Approved as to Form and Correctness:

[Signature]  
Keith Poliakoff, Town Attorney

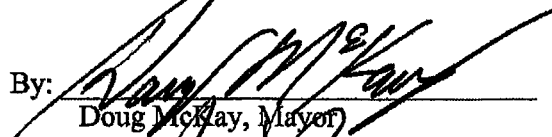
TOWN SIGNATURE PAGE

TOWN OF SOUTHWEST RANCHES

ATTEST:



Russell Muñiz, MBA, MPA, MMC  
Town Clerk

By:   
Doug McKay, Mayor

By:   
Andrew Berns, Town Administrator

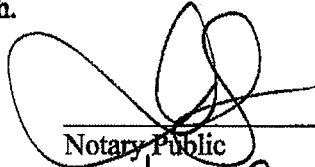
Approved as to Form and Correctness

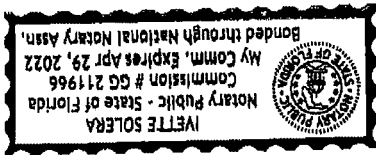
\_\_\_\_\_  
Keith Poliakoff, Town Attorney

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of Aug., 2018, by Doug McKay, as Mayor and Andrew Berns, as Town Administrator for the Town of Southwest Ranches, who are personally known to me, or produced \_\_\_\_\_ as identification, and he/she did/did not take an oath.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public  
Vette Solera  
\_\_\_\_\_  
Printed name of Notary



114976957.1

Prepared by and return to:  
Lee Ann Tranford, Attorney at Law  
Saul Ewing Arnstein & Lehr LLP  
200 E. Las Olas Boulevard  
Suite 1000  
Ft. Lauderdale, FL 33301

Property ID: 5040 26 05 0070

**Maintenance, Indemnification and Work Agreement**

**THIS MAINTENANCE, INDEMNIFICATION AND WORK AGREEMENT**, (“Agreement”) is made and entered into this \_\_\_\_ day of August, 2018, by and between RAY WILLIAMS and REINA WILLIAMS (“Owner”) whose address is 4820 SW 134<sup>th</sup> Ave., Southwest Ranches, Florida 33330, and TOWN OF SOUTHWEST RANCHES, whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330 (“Town”).

**WITNESSETH:**

WHEREAS, Owner owns, in fee simple, the tract of real estate situated in the Town of Southwest Ranches, Florida, described as:

Lot 7, West Broward Christian Center according to the map or plat thereof, as recorded in Plat Book 136, Page 49, of the Public Records of Broward County, Florida, hereinafter referred to as “Owner Tract;” and

WHEREAS, Town owns, in fee simple, a right of way adjacent to the southern portion of the Owner Tract through West Broward Christian Center Plat, recorded in Plat Book 136, Page 49, of the Public Records of Broward County, Florida, which tract is hereinafter collectively referred to as “Town Tract;” and

WHEREAS, Owner, at Owner’s expense, desires to construct a detached garage on a portion of the Town Tract (“Improvements”); and

WHEREAS, on August 23, 2018, the Town Council reviewed and approved this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the respective receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Town hereby grants Owner the right to construct and maintain the Improvements over the Town Tract.

3. Aside as specifically specified herein, Owner agrees that the Improvements will conform with all requirements of the Town's Zoning Code and Code of Ordinances and Owner agrees to obtain all of the necessary permits and approvals for the construction of the Improvements.

4. Owner covenants that the Town Tract will remain unobstructed except for the Improvements described above.

5. Owner agrees to pay all costs and expenses of maintaining the Town Tract in good repair. The repairs and maintenance to be undertaken and performed shall include but not be limited to the keeping the surface level, free of holes, and obstructions.

6. **Indemnification:** Owner agrees that any liability of Town for personal injury to users of the Town Tract or to any workmen employed with respect to repair or maintenance under this Agreement, as well as any liability for damage to the Town Tract by any person or workman, as a result of or arising out of or under this Agreement, or in any way connected with the use of the Town Tract, shall be borne solely by the Owner and Owner agrees to indemnify, defend, protect same and hold Town harmless from and against any and all costs, losses, liability and expense arising in connection with any liability claim, threatened claim, action, lawsuit or any other matter which Town would be required to reply and/or defend.

7. Owner also agrees to indemnify Town against all liability for injury or damage to the Town Tract when such injury or damage shall result from, arise out of, or be attributable to the negligence, gross negligence, or intentional action of the Town including but not limited to a Town entity, contractee or assignee.

8. **Insurance:** Owner shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability specifically reflecting and including coverages for all acts, activities and omissions in any way arising out of the construction, maintenance or use of the Town Tract.

(A) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the Federal Employers' Liability Act. Contractor's Liability Insurance shall be provided with a minimum of one hundred thousand and 00/100 dollars (\$100,000.00) per accident. Owner agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. This provision, 8 (A), shall only be effective during such period(s) of time that Owner has engaged contractors to construct, maintain or improve the Town Tract.

(B) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$100,000 per person or \$200,000 per occurrence Combined Single Limit Bodily Injury & Property Damage Coverage. Moreover, Owner shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability: (i) Premises and Operations; (ii) Independent Contractors; and (iii) Builder's Risk. This provision, 8 (B), shall only be effective during such period(s) of time that Owner has engaged contractors for the construction and maintenance of the Improvements.

(C) Upon completion of construction of the Improvements, Owner shall secure and shall maintain, at its own cost and expense, and keep in effect during the full term of this Agreement, a policy of insurance, which must include the same minimum limits of liability set forth in Section 8(B) above, including coverage for all claims, losses or damages arising from or in connection with the Improvements, which shall name the Town as an additional insured. The insurance coverage required hereunder may be included in the Owner's homeowner's insurance policy.

**8.1 UPON CONTRACT EXECUTION, OWNER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF OWNER UNDER THE AGREEMENT.**

Insurance companies selected must be acceptable to Town. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Town by certified mail.

8.2 These insurance requirements shall not relieve or limit the liability of Owner. Town does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Owner's interests or liabilities but are merely minimum requirements established by the Town's Administrator. Town reserves the right to require any other insurance coverage that Town deems necessary depending upon the risk of loss and exposure to liability.

8.3 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4 Owner shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

8.5 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as

an additional named insured shall not apply to Town. Town shall provide written notice of occurrence within thirty (30) working days of Town's actual notice of such an event.

8.6 The Owner shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved by Town.

8.7 Violation of the terms of Section 8 and its sub-parts shall constitute a breach of the Agreement and Town, at its sole discretion, may terminate this Agreement.

9. Owner warrants and represents that Owner has good and marketable fee simple title to the Owner Tract, and has the authority to enter into this Agreement.

10. 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 in all levels of trial.

11. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment and use with respect to the Town Tract for themselves, their heirs, assigns, successors, tenants, business invitees, licensees and the general public shall be carried out. The rule of strict construction shall not apply to this Agreement.

12. Notwithstanding anything to the contrary herein contained, if the Town Council finds that there is a public necessity that would require the termination of this Agreement, upon the unanimous vote of the Town Council, the Town may terminate this Agreement by providing the Owner thirty (30) day written notice and through the execution and recording of a document setting forth the date of such termination and executed by the Town.

13. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners or lessees of the Owner Tract, (or any portion thereof), their successors and assigns.

14. If any part of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof.

15. This Agreement shall be recorded in the Public Records of Broward County, Florida at Owner's expense.

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

WITNESSES:

Luz B. Montes

Luz B. MONTES  
Print name of witness

Ganni Hair

Ganni Hair  
Print name of witness

OWNER:  
Ray Williams

RAY WILLIAMS

Reina Williams

REINA WILLIAMS

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 6th day of August, 2018, by RAY WILLIAMS and REINA WILLIAMS, who are personally known to me, or produced \_\_\_\_\_ as identification, and they did/did not take an oath.

My Commission Expires:  
October 29, 2018

Danielle Caban  
Notary Public  
Danielle Caban  
Printed name of Notary

