

RESOLUTION No. 2001-53

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH THE SOUTH BROWARD DRAINAGE DISTRICT FOR THE PURCHASE OF A PARCEL OF PROPERTY LOCATED AT 172 AVENUE AND GRIFFIN ROAD, WITHIN THE TOWN OF SOUTHWEST RANCHES, AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT, AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on January 11, 2001, the Town Council authorized an agreement with the South Broward Drainage District that included the purchase of a parcel of land located at 172 Avenue and Griffin Road, as more particularly described on the attached Exhibit "A," consisting of \pm .77 acres; and

WHEREAS, the South Broward Drainage District decided at their February meeting to contract with an appraiser to obtain a fair market value for the parcel; and

WHEREAS, the Town Council requested that an agreement for the purchase of the parcel of land at 172 Avenue and Griffin Road be developed and presented to the Town Council for consideration; and

WHEREAS, both the South Broward Drainage District and the Town of Southwest Ranches agree that the parcel of land located at 172 Avenue and Griffin will be utilized primarily to provide a facility for the Southwest Ranches Volunteer Fire-Rescue staff and equipment.

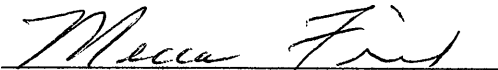
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with the South Broward Drainage District for the purchase of the above-described parcel located at 172 Avenue and Griffin Road for the appraised value of the parcel.


Section 3: 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 10th day of May 2001.



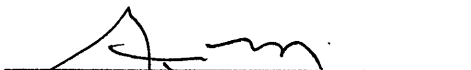
Mecca Fink, Mayor

Attest:



Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:



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

CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT is made as of the 25th day of Sept., 2001, by and between the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida, with a mailing address c/o John Canada, Town Administrator, 3111 Stirling Road, Fort Lauderdale, FL. 33312, hereafter called BUYER,

AND

SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, hereinafter called SELLER. BUYER and SELLER hereby agree that SELLER shall sell and BUYER shall purchase the following described property, situate, lying and being in Broward County, Florida, upon the terms and conditions hereinafter set forth; all of which is referred to as the "Property."

LEGAL DESCRIPTION

The certain parcel of land in Southwest Ranches, Florida, more particularly described on Exhibit "A" hereto.

TERMS AND CONDITIONS OF PURCHASE

BUYER agrees to pay or cause to be satisfied as and for the total purchase price for the Property in the manner and at the times herein after specified the sum of Thirty Three Thousand Five Hundred Dollars (\$33,500) payable to SELLER.

BUYER agrees that the property described in Exhibit "A" shall be deeded to the SELLER, at no cost to the SELLER, if a volunteer fire facility is not placed upon said property within five (5) years of the execution of this contract.

BUYER agrees that the SELLER will have the first right to purchase property described in Exhibit "A", should the BUYER decide to sell said property within the first five (5) years from date of purchase.

BUYER agrees that the SELLER will retain an easement, Exhibit "B", over the property described in Exhibit "A" for ingress and egress to and from the SELLER'S S-8 storm-water pump station.

BUYER agrees that the property is being purchased "as is" with no representation as to zoning, authorized use of the property, availability of water/sewer services, costs of municipality or county services or impact fees.

TIME AND PLACE OF CLOSING

It is agreed that this transaction shall be closed, and the BUYER shall pay the purchase price, and SELLER shall execute all papers or documents necessary to be executed by SELLER under the terms of this Contract, within 30 days from the date the last party signs this Contract, at the Law Office of Becker & Poliakoff, located at 3111 Stirling Road, Fort Lauderdale, Florida, at a room to be designated by BUYER prior to closing, or at such other place as BUYER may designate. Unless otherwise agreed upon in this Contract, possession and occupancy will be delivered to BUYER at the time of closing; and SELLER shall be entitled to receive the net proceeds of the sale at time of closing.

PRORATION

PRORATION OF TAXES:

No proration of taxes will be required as the BUYER and SELLER are both governmental entities and the Property has been used for governmental purposes. In the event that any taxes or special assessments are attributable to the Property they shall be prorated between the BUYER and SELLER as of the date of closing and shall be adjusted as a credit or debit against the purchase price. Liens for special assessments and taxes on personal property are not subject to proration.

GENERAL PRORATIONS:

Any rents, revenues and liens, or other charges to be prorated, shall be prorated as of the date of closing, provided that in the event of an extension of the date of closing, at the request of or through the fault of either party, such date of proration shall be the date upon which the other party indicated its readiness to close.

CONVEYANCES

The property herein described shall be conveyed at closing by delivery of a properly executed special deed substantially in form of Exhibit "C" hereto, subject to any existing utility and government easements and rights-of-ways.

DOCUMENTARY STAMPS AND TANGIBLE TAXES AND RECORDING COSTS

BUYER shall cause to be placed upon the deed conveying the property state surtax and documentary stamps as required by law. BUYER shall further pay all tangible personal property taxes and the cost of recording any corrective instruments which BUYER deems necessary to assure good and marketable title. BUYER shall pay for the cost of recording the special deed.

EXISTING MORTGAGES

SELLER shall obtain and furnish at SELLER'S expense not less than fifteen (15) days prior to closing, a statement or letter of estoppel from the holder of any mortgage, lien or encumbrance affecting the title to the property therein to be conveyed setting forth the amount of principal, interest and/or penalties necessary to be paid to discharge such mortgage, lien or encumbrance in full.

PUBLIC DISCLOSURE

BUYER and SELLER acknowledge that Section 286.23, Florida Statutes, requiring public disclosure in writing, under oath and subject to the penalties prescribed for perjury stating the name and address of SELLER and the name and address of every person having any beneficial interest in the subject real property is not applicable to this transaction.

BROKER'S COMMISSION

SELLER and BUYER hereby represent and warrant to each other that they have not dealt with any broker and each agrees to be responsible for any claim or demand for commissions made by or on behalf of any broker or agent claiming through either of them in connection with this sale and purchase.

MODIFICATION

This contract supersedes all prior negotiations, correspondence, conversations and agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreement whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

EXAMINATION AND APPROVAL OF TITLE

SELLER makes no warranty to BUYER that SELLER owns fee simple to the property or as to any encumbrances thereon. It is understood and agreed that the SELLER is not obligated by the terms of this contract to provide BUYER with any evidence of title; however, BUYER reserves the right to secure such evidence of title as is satisfactory to

BUYER, at the expense of BUYER, and to cause an examination of such evidence of title to be performed prior to closing. It is understood and agreed that should such evidence of title or its examination reveal defects or deficiencies in the title to the property which would render title to the property unmarketable or uninsurable, then in such event BUYER shall notify SELLER of such defects or deficiencies, and SELLER shall have the option of curing same and closing of this transaction shall be postponed until such deficiencies or defects are cured. In the event SELLER elects not to attempt to cure such title defects or deficiencies, then in such event BUYER shall have the option of either accepting title as it then is and paying the purchase price therefore, or in the alternative, BUYER shall have the option of declaring this contract canceled in which case each party shall be relieved of any further obligations hereunder.

GOVERNING LAW AND VENUE

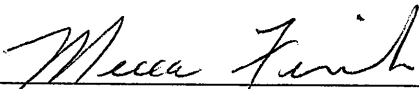
This contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this contract shall be in Broward County, Florida.

EXECUTION

This document, consisting of six (6) pages plus Exhibits "A", "B" and "C" shall be executed in at least three (3) counterparts, each of which shall be deemed an original.

CONTRACT FOR SALE AND PURCHASE BETWEEN TOWN OF SOUTHWEST RANCHES AND SOUTH BROWARD DRAINAGE DISTRICT.

BUYER



Mecca Fink, Mayor

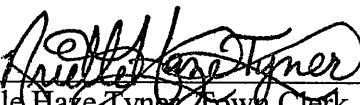
24 day of September, 2001



John Canada, Town Administrator

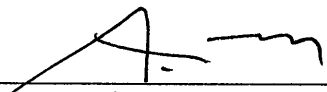
24 day of September, 2001

ATTEST:



Arielle Haze Tynes, Town Clerk

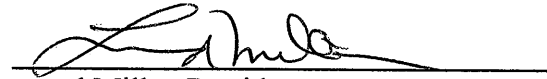
Approved as to Form and Correctness:



Gary Poliakoff, P.A., Town Attorney

CONTRACT FOR SALE AND PURCHASE BETWEEN TOWN OF SOUTHWEST
RANCHES AND SOUTH BROWARD DRAINAGE DISTRICT.

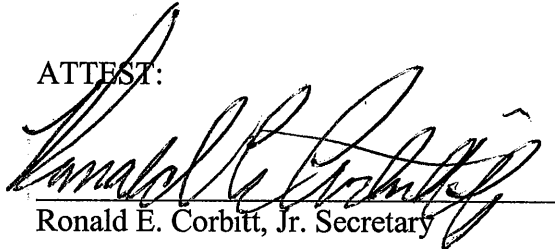
SOUTH BROWARD DRAINAGE DISTRICT



Leonard Miller, President

25th day of September, 2001

ATTEST:



Ronald E. Corbitt, Jr. Secretary

25th day of September, 2001

EXHIBIT "A"

The West 175 feet of the following described property:

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 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 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 Mable Wood and Bette Mosler to Broward County, Recorded at Official Records Book 10285, Page 720 of the Public Records of Broward County, Florida.

EXHIBIT "B"

INGRESS-EGRESS EASEMENT

The South 35 feet and the East 10 feet of the West 175 feet of the following described property:

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;

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September 19, 2001

Prepared By and Return To:

Douglas R. Bell, Esquire
Cumberland Building - Suite N^o 601
800 East Broward Boulevard
Fort Lauderdale, Florida 33301
(954) 524-8526

EXHIBIT "C"

Folio N^o

SPECIAL DEED

THIS INDENTURE, made this ____ day of _____, 2001, between **SOUTH BROWARD DRAINAGE DISTRICT**, a political subdivision of the State of Florida, having its principal place of business at 6591 S.W. 160th Avenue, Davie, Florida 33331, Grantor, and **THE TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation whose post office address is 3111 Stirling Road, Fort Lauderdale, Florida 33312, Grantee,

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following land situate, lying and being in the County of Broward, State of Florida, to-wit:

See attached Exhibit "A" attached hereto and made a part hereof, for legal description

together with all appurtenances, profits, privileges, rights, interests, reversions, remainders and easements thereunto appertaining

and said Grantor does convey only the interest of the Grantor in the property covered hereby and except as stated herein shall not be deemed to warrant title or to represent any set facts concerning same. However, Grantor does hereby specially warrant the title to the Exhibit "A" property only against the lawful claims of persons claiming by, through or under Grantor, subject to the exceptions hereinafter set forth.

The Grantor retains the following easement on the property described on Exhibit "A":

1. An ingress/egress easement across the property described on Exhibit "B" for obtaining access to the Grantor's S-8 Basin Pump Station which is located east of the Exhibit "A" property.

The sale of the Exhibit "A" property is subject to the following restrictions and covenants:

1. In the event construction of a volunteer fire facility is not substantially completed upon the Exhibit "A" property within five (5) years from the date of this deed, Grantee shall transfer by Special Deed to Grantor at no cost to Grantor the Exhibit "A" property together with all appurtenances, profits,

privileges, rights, interests, reversions, remainders and easements thereunto appertaining.

- 2. In the event Grantee shall decide to sell any portion of the Exhibit "A" property within five (5) years from date of purchase, Grantor shall have the right of first refusal to purchase said property at the then appraised value of said property. In this event, if Grantor declines to purchase the property, Grantor shall provide written confirmation of same in recordable form.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered in the presence of:

Grantor (SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature

By: LEONARD MILLER, President

Witness Printed Name:

Attest:

Witness Signature

Witness Printed Name:

RONALD E. CORBITT, JR., Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)§

The foregoing instrument was executed before me this ___ day of ___, 2001, by Leonard Miller and Ronald E. Corbitt, Jr., as President and Secretary, respectively, on behalf of the Grantor, SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this ___ day of ___, 2001. [Notary Seal And Stamp]

NOTARY PUBLIC: STATE OF FLORIDA

BELL & BELL

ATTORNEYS AT LAW
CUMBERLAND BUILDING, SUITE 601
800 EAST BROWARD BOULEVARD
FT. LAUDERDALE, FLORIDA 33301

JOHN W. BELL (1916-1982)
DOUGLAS R. BELL
ELLEN FELD

October 19, 2001

TELEPHONE (954) 524-8526
FAX (954) 463-9252
E-MAIL: BELL8526@BELLSOUTH.NET

John Canada, Town Administrator
Town of Southwest Ranches
3111 Stirling Road
Fort Lauderdale, Florida 33312

Re: Sale of Portion of District's S-8 Property Located West of Southwest 172nd Avenue and South of Griffin Road in Rolling Oaks Development; My File SBD N^o 992

Dear John:

Enclosed herewith for your records is original of Special Deed from South Broward Drainage District to the Town of Southwest Ranches for a portion of the property owned by the South Broward Drainage District on the west side of the District's S-8 Basin pump station.

Also, enclosed is copy of Contract for Sale and Purchase which has been executed by all parties.

Please contact either the District's Director or me should you have any questions regarding these documents.

Sincerely,



Douglas R. Bell, Esquire

DRB:lea

enclosure

cc: Neil Kalin, District Director



September 19, 2001

**INSTR # 101374946
OR BK 32187 PG 1372**

Prepared By and Return To:

RECORDED 10/02/2001 04:08 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1008

Douglas R. Bell, Esquire
Cumberland Building - Suite N° 601
800 East Broward Boulevard
Fort Lauderdale, Florida 33301
(954) 524-8526

Folio N° 0030 00 031

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IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered in the presence of:

Pamela Walsh
Witness Signature

PAMELA WALSH
Witness Printed Name:

[Signature]
Witness Signature

LUIS OCHOA
Witness Printed Name:

Grantor
(SOUTH BROWARD DRAINAGE DISTRICT)

[Signature]
By: LEONARD MILLER, President

Attest
[Signature]
RONALD E. CORBITT, JR., Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was executed before me this 25th day of September, 2001, by Leonard Miller and Ronald E. Corbitt, Jr., as President and Secretary, respectively, on behalf of the Grantor, SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this 25th day of September, 2001.
[Notary Seal And Stamp]

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

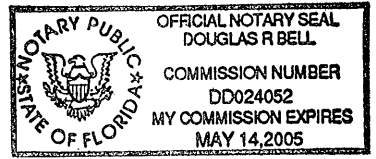


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Said lands situate, lying and being in Broward County, Florida.

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