

RESOLUTION 2002-50

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING AN ASSIGNMENT OF LEASE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND OAK PARK STABLE FOR THE REMAINING LEASE OF STABLE LOCATED ON 45.9 ACRES OF THE ROLLING OAKS OPEN SPACE PARK SITE; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on October 11, 2001, the Town Council considered agenda item #8, and adopted Resolution 2002-4, approving a lease agreement with Rhonda Winsor for the stable located at the 45.9 acre Rolling Oaks open space park; and

WHEREAS, Rhonda Winsor advised the Town Administrator that she will not be able to continue the lease; and

WHEREAS, Rhonda Winsor advised the Town Administrator that Kathy Ridenour of Oak Park Stable was willing to accept an assignment of the Lease and perform Lessee's undertakings thereunder; and

WHEREAS, the Town Administrator met with and negotiated the terms of an assignment of the lease from Rhonda Winsor to Oak Park Stable; and

WHEREAS, the Town Administrator is recommending an assignment of the lease agreement between the Town and Oak Park Stable.

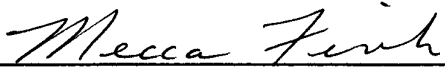
NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Southwest Ranches, Florida:

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

Section 2: The Town Council hereby authorizes the preparation of an assignment of lease agreement between the Town and Oak Park Stable for the remaining lease of the stable located on 45.9 acres of Rolling Oaks open space park site, and authorizes the Mayor, Town Administrator and Town Attorney to execute said agreement.

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 13th day of June 2002.



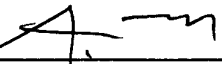
Mecca Fink, Mayor

Attest:



Arielle Haze Tynes, Town Clerk

Approved as to Form and Correctness:



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

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**ASSIGNMENT, ASSUMPTION AND CONSENT
TO ASSIGNMENT AND ASSUMPTION OF LEASE**

KNOW ALL MEN BY THESE PRESENTS:

THAT, RHONDA WINSOR ("ASSIGNOR"), for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged from **OAK PARK STABLE and KATHY RIDENOUR** ("ASSIGNEE"), does hereby quit-claim, remise, sell, transfer, set over and assign unto the said ASSIGNEE all of the ASSIGNOR'S right, title and interest in and to that certain Lease Agreement dated October 11, 2001 ("Lease), by and between ASSIGNOR herein as Lessee, and RHONDA WINSOR, as Lessee, for stable located on 45.9 acres of ROLLING OAKS open space park site, as said site is described in the Lease.

Assignor hereby agrees to defend and indemnify Assignee against any and all claims made under the Lease for acts or omissions occurring prior to the date hereof.

Assignee hereby assumes and agrees to keep, perform and fulfill all of the obligations of the lessee under the Lease accruing on or after the date of this Assignment and acknowledges that Assignor shall have no further obligations as Lessee under said Lease, from and after the effective date of this Agreement..

Assignor warrants that Assignor has made no prior assignments or granted any liens or security interest in the Lease. Assignor and Assignee acknowledge that this Assignment is made with the following warranties and representations:

- (a) Assignor is the sole owner of all of the tenant's right, title and interest in and to the Lease;
- (b) The Lease has not been altered, modified or amended as of this date.
- (c) Assignor is not in default in the performance of any of the terms, covenants, conditions or agreements required pursuant to the Lease.
- (d) Assignor does not have any right to any offset, counterclaim, claims or demands against Lessor arising out of the Lease.
- (e) The Lessor is not in breach of any terms, conditions, covenants or agreements in the Lease.

The Lessor joins in the execution hereof for the sole purpose of complying with Resolution 2002-50, dated June 13, 2002, and by its execution hereof does consent to the within assignment and assumption of the Lessee's interest under the Lease.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Real Property Leases and Security Deposits, as of the 13 day of September, 2002

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

Ernest Roenbeck
Witness signature
Ernest Roenbeck
Witness print name

Robert Fry
Witness signature
Robert Fry
Witness print name

John Pryor
Witness signature
John Pryor
Witness print name

ASSIGNOR:

Rhonda Windsor
RHONDA WINDSOR

ASSIGNEE:

OAK PARK STABLE

By: KATHARINE RIDENOUR
Name:
Title: OWNER OF CORPORATION

Kathy Ridenour
KATHY RIDENOUR

LANDLORD

TOWN OF SOUTHWEST RANCHES

By: Mecca Fink
Mecca Fink, Mayor

Attest:
Arielle Haze Tynes
Arielle Haze Tynes, Town Clerk

Approved as to Form and Correctness:

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