

RESOLUTION NO. 2020-015

A RESOLUTION AND FINAL ORDER OF THE BOARD OF ADJUSTMENT OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. VA-74-20 BY IGLESIA MISIÓN VIDA, INC. FOR A VARIANCE FROM SUBSECTION 095-40(B) OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO WAIVE REQUIRED VEHICULAR USE AREA LIGHTING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Iglesia Mision Vida, Inc. is the current owner ("Owner") of Parcels 1, 2 and 3 of St. Paul Lutheran Church, according to the plat thereof as recorded in Plat Book 148, Page 18 of the Broward County, Florida Public Records ("Property"); and

WHEREAS, the Property was developed as a place of worship in 1998; and

WHEREAS, Broward County approved the site plan for the Property, prior to the Town's incorporation, without requiring lighting of its vehicular use areas; and

WHEREAS, the Property has operated as a place of worship for approximately 20 years without vehicular use area lighting; and

WHEREAS, the Town adopted outdoor lighting standards in 2005; and

WHEREAS, ULDC Subsection 095-40(B) requires vehicular use lighting in compliance with Illuminating Engineering Society of North America standards; and

WHEREAS, ULDC Section 095-40 requires that all applicants for a development permit comply with the outdoor lighting requirements Subsection (B); and

WHEREAS, Owner submitted Application No. SP-74-19 for modification of its site plan to construct a storage and office accessory building, and such application is subject to the requirements of Section 095-40; and

WHEREAS, Owner has submitted Variance Application No. VA-74-20 for relief from the requirement to install outdoor lighting of its vehicular use areas; and

WHEREAS, the Board, having considered Owner's request, evidence submitted, criteria set forth in Section 140-040 of the ULDC, the analysis of the Town Staff, and

comments from other interested parties, upon a motion duly made and acted upon, has determined that Owner has not demonstrated by competent substantial evidence that the variance should be granted and therefore has voted to grant the variance as further set forth herein.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA SITTING AS THE BOARD OF ADJUSTMENT:

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. That, upon reviewing the testimony and the evidence submitted at a duly noticed public hearing held on December 12, 2019, the Board of Adjustment of the Town of Southwest Ranches finds that Owner has demonstrated by competent substantial evidence that a variance from Subsection 095-40(B) of the ULDC is warranted. Accordingly, the Board of Adjustment of the Town of Southwest Ranches hereby grants Owner's variance request to waive the outdoor lighting requirements for the vehicular use area on the Property, subject to the requirement that Owner indemnify the Town and maintain liability insurance with the Town named as an additional insured pursuant to an enforceable agreement approved by the Town Attorney as to form.

Section 3. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. In furtherance of Section 140-030(H) of the Town's Code of Ordinances, the Town Clerk is hereby authorized to record a copy of this Resolution in the Public Records of Broward County, Florida.

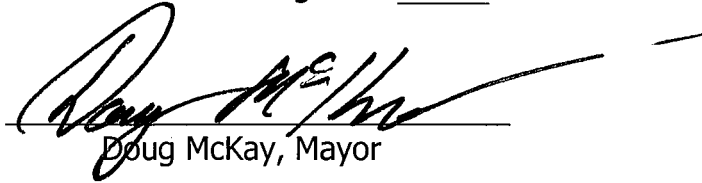
Section 5. This Resolution shall become effective immediately upon adoption.

PASSED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of December, 2019, on a motion by Council member Hartmann and seconded by Council Member Jablonski.

(Signatures on Next Page)

McKay Yes
Schroeder Yes
Amundson Yes
Hartmann Yes
Jablonski Yes

Ayes 5
Nays 0
Absent 0
Abstaining 0



Doug McKay, Mayor

ATTEST:



Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, Town Attorney
36291708.1

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

INSTR # 116287706
Recorded 01/14/20 at 03:27 PM
Broward County Commission
5 Page(s)
Mtg Doc Stamps: \$0.00
Int Tax \$0.00
#1

Property ID: 5040-30-03-0010

Indemnification and Hold Harmless Agreement

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, (“Agreement”) is made and entered into this 19th day of December, 2019, by and between **Iglesia Mision Vida, Inc.**, (“Owner”) whose address is 17950 Griffin Rd, Southwest Ranches, FL 33331, and TOWN OF SOUTHWEST RANCHES, whose address is 13400 Griffin Road, Southwest Ranches, Florida (“Town”).

WITNESSETH:

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

PARCELS 1 & 2 of the ST. PAUL LUTHERAN CHURCH, according to the Plat thereof recorded in P.B. 148 P. 18, Broward, hereinafter referred to as “Owner Tract;” and said lands situate, lying and being in Broward County, Florida, hereinafter referred to as “Owner Tract;” and

WHEREAS, Town requires installation of adequate lighting for vehicular use areas; and

WHEREAS, Owner, meets the definition of a Place of Worship, and has requested the Town grant a variance from the vehicular use area lighting requirements via Application No. VA-74-20; and

WHEREAS, as it relates to Owner’s vehicular use area, the Town has agreed to grant Owner said variance from the Town’s outdoor lighting requirements, in accordance with the terms and conditions contained herein;

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 an exemption from its vehicular use area lot lighting requirements.

3. **Indemnification:** Owner agrees that any liability of Town for personal injury to users of the vehicular use areas, as well as any liability for damage 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 vehicular use areas, 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.

4. **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, of at least \$500,000, which shall name the Town as an additional insured.

4.1 This insurance requirement 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.

4.2 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.

4.3 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.

4.4 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.

4.5 Violation of the terms of this section shall constitute a breach of the Agreement and Town, at its sole discretion, may terminate this Agreement.

5. 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.

6. 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.

7. This Agreement shall be given a reasonable construction.

8. Notwithstanding anything to the contrary herein contained, the Town may terminate this Agreement, for any reason, by providing the Owner thirty (30) day written notice setting forth the date of such termination. In the event of such termination, Owner shall within 60 days immediately apply for permits to install lighting upon the vehicular use areas lot located upon the Owner Tract, and once issued, install lighting upon the vehicular use areas lot at Owner's sole cost and expense.

9. 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.

10. 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.

11. 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.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGES

OWNER SIGNATURE PAGE

WITNESSES:

Rebecca Guerrero

Rebecca Guerrero
Print name of witness

OWNER:

[Signature]
IGLESIAS MISION VIDA, INC.

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 19 day of December, 2019, by Alvaro Segura, who are personally known to me, or produced as identification, and they did/did not take an oath.

My Commission Expires: APR/09/2022

Jorge Mujica
Notary Public

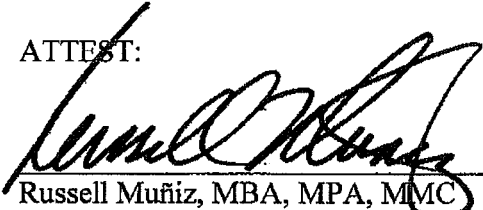
Jorge Mujica
Printed name of Notary



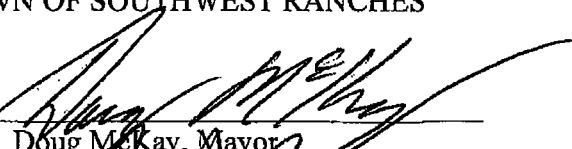
TOWN SIGNATURE PAGE

TOWN OF SOUTHWEST RANCHES

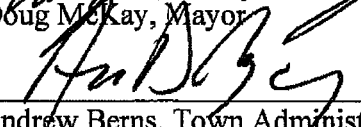
ATTEST:



Russell Mufiz, MBA, MPA, MMC
Town Clerk

By: 

Doug McKay, Mayor

By: 

Andrew Berns, Town Administrator

Approved as to Form and Correctness

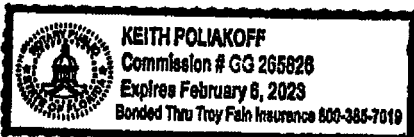


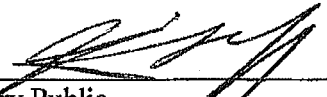
Keith Poliakoff, Town Attorney

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 9th day of January, 2019, 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:

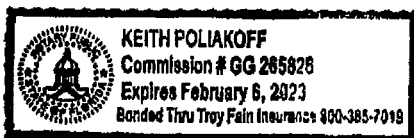


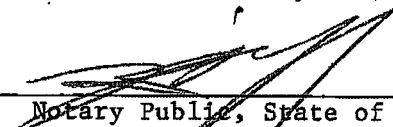


Notary Public

Printed name of Notary

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of January, 2020, by Doug McKay, as Mayor and Andrew Berns, as Town Administrator for the Town of Southwest Ranches, who are personally known to me, and they did/did not take an oath.





Notary Public, State of Florida

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

INSTR # 116287706
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WITNESSETH:

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

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WHEREAS, Town requires installation of adequate lighting for vehicular use areas; and

WHEREAS, Owner, meets the definition of a Place of Worship, and has requested the Town grant a variance from the vehicular use area lighting requirements via Application No. VA-74-20; and

WHEREAS, as it relates to Owner’s vehicular use area, the Town has agreed to grant Owner said variance from the Town’s outdoor lighting requirements, in accordance with the terms and conditions contained herein;

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:

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2. Town hereby grants Owner an exemption from its vehicular use area lot lighting requirements.

3. **Indemnification:** Owner agrees that any liability of Town for personal injury to users of the vehicular use areas, as well as any liability for damage 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 vehicular use areas, 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.

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11. 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.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGES

OWNER SIGNATURE PAGE

WITNESSES:

Rebecca Guerrero

Rebecca Guerrero
Print name of witness

OWNER:

[Signature]
IGLESIAS MISION VIDA, INC.

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 19 day of December, 2019, by Alvaro Sequera, who are personally known to me, or produced _____ as identification, and they did/did not take an oath.

My Commission Expires: APR/09/2022



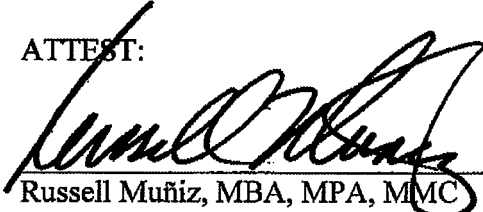
Jorge Mujica
Notary Public

Jorge Mujica
Printed name of Notary

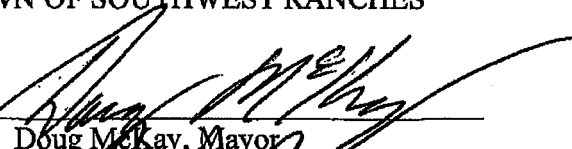
TOWN SIGNATURE PAGE

TOWN OF SOUTHWEST RANCHES

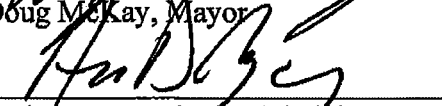
ATTEST:



Russell Muñiz, MBA, MPA, MMC
Town Clerk

By: 

Doug McKay, Mayor

By: 

Andrew Berns, Town Administrator

Approved as to Form and Correctness

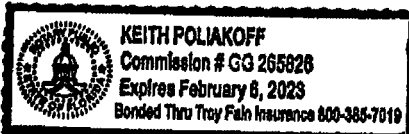


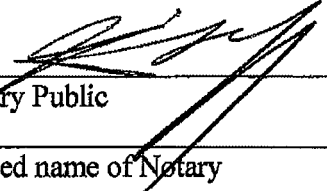
Keith Poliakoff, Town Attorney

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 9th day of January 2019, 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:

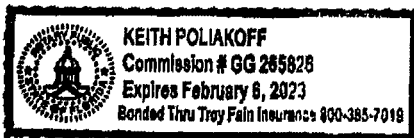


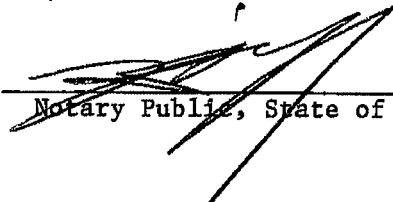


Notary Public

Printed name of Notary

The foregoing instrument was acknowledged before me by means of physical presence or ___ online notarization this 9th day of January, 2020, by Doug McKay, as Mayor and Andrew Berns, as Town Administrator for the Town of Southwest Ranches, who are personally known to me, and they did/did not take an oath.





Notary Public, State of Florida