

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/693-8320
Prepared by: Nina B. Valdez

SUBJECT: Resolution

AFFECTED DISTRICT: District 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN SADDLE UP TOWNHOME ASSOCIATION AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

REPORT IN BRIEF: Saddle Up Townhome Association, would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution

Agreement for Traffic Control (signed by Saddle Up Townhome Association)

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN SADDLE UP TOWNHOME ASSOCIATION AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, Saddle Up Townhome Association and the Davie Police Department would like to enter into an "Agreement for Traffic Control" and

WHEREAS, Saddle Up Townhome Association have the authority to sign said agreements, and have done so; and

WHEREAS, the Davie Police Department requests the Mayor add his signature to said Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreements for Traffic Control," attached hereto as Exhibit A.

SECTION 1. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ day of _____, 2003

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____ 2003

DAVIE POLICE DEPARTMENT

1230 South Nob Hill Road
Davie, FL 33324
(954) 693-8200
FAX (954) 693-8399 (Road Patrol)

AUTHORITY TO ENTER PREMISES AGREEMENT

SADDLE UP TOWNHOME ASSN a Florida Corporation,
(Name of Corporation)

located at DAVIE, Florida, hereby

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

LEGAL DESCRIPTION OF PROPERTY

(See example - "Exhibit A" attached)

SADDLE UP TOWNHOME ASSN expressly understands and
(Name of Corporation)

agrees that since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said

property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property. Upon an arrest for a criminal violation, Saddle Up Townhome Assn. agrees to assist in the criminal prosecution of said offender.

SADDLE UP TOWNHOME ASSN. hereby agrees to communicate the terms and conditions of this agreement to any and all parties present on the above-described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

SADDLE UP TOWNHOME ASSN. further agrees to notify the Town of Davie through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through United States Mail, certified, return receipt requested.

SADDLE UP TOWNHOME ASSN. agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

SADDLE UP TOWN HOME ASSN. expressly understands and agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. SADDLE UP TOWN HOME ASSN. further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of SADDLE UP TOWN HOME ASSN a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that ninety (90) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

Robert Kellner

ROBERT KELLNER, PRES
SADDLE UP TOWN HOME ASSN.

Date 09/10/03

SUBSCRIBED AND SWORN TO BEFORE ME this 10 day of Sept., 19 03

Kathryn A Stone



Kathryn A Stone
My Commission DD141137
Expires August 12, 2006

85314910

R+B

THIS INSTRUMENT PREPARED BY:

SHELDON H. HOFFMAN ESQUIRE
2131 Hollywood Boulevard
Suite 205
Hollywood, Florida 33020

AMENDMENT TO DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR SADDLE UP TOWNHOMES

PARCEL "A" and PARCEL "B" of SADDLE UP
PLAT as recorded in Plat Book 113, page
36, of the Public Records of Broward
County, Florida,

AND ALSO

A 40 foot easement for road and related purposes lying West of PARCEL
"A" as shown on said SADDLE UP PLAT and recorded in Plat Book 113,
page 36, of the Public Records of Broward County, Florida, more
particularly described as follows: Beginning at the SW corner of
PARCEL "A" of said SADDLE UP PLAT, thence run N 1°54'11"W along the
Westerly line of said PARCEL "A" for 496.29 feet to the North line of
said PARCEL "A"; thence S 87°29'38" W for 40 feet to a point on the
Easterly Right of Way line of University Drive as recorded in O. N.
Book 6200, page 939, of the Public Records of Broward County, Florida;
thence S 1°54'11"E for 496.25 feet to the Southerly line of said SADDLE
UP PLAT; thence N 87°32'54" E along said South line for 40 feet to the
Point of Beginning.

Declarant, BEEMAN DEVELOPMENT CORPORATION, owner of over Sixty-
Nine percent (69%) of the lots in the aforescribed Property or Sub-
division, does herein amend the Declaration of Restrictions and Pro-
tective Covenants for SADDLE UP TOWNHOMES, as follows:

A. Paragraph 18 is amended to read as follows:

18. AMENDMENTS. This Declaration shall be amended at any
time by an instrument signed by not less than sixty (60%) per cent of
the Lot Owners. Any amendment must be recorded in the Public Records
of Broward County, Florida. Notwithstanding the foregoing provisions
of this paragraph, this Declaration may only be amended with the written
consent of the Declarant until the 31st day of December, 1990, or until
all townhouses are sold, whichever is the earliest, unless said re-
quirement is terminated in writing by the Declarant prior thereto.

IN WITNESS WHEREOF, the Declarant herof has caused this instru-
ment to be executed this 16 day of September, 1985.

Witnesses:

BEEMAN DEVELOPMENT CORPORATION

Sheldon H. Hoffman

Sheldon H. Hoffman

BY: *Maurice Beeman*

MAURICE BEEMAN, President

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me, this 16
day of September, 1985, by MAURICE BEEMAN, President of BEEMAN DEVELOPMENT
CORPORATION, a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC - COMMISSION EXPIRES
E. T. JOHNSON
NOTARY ADMINISTRATION

Sheldon H. Hoffman

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires:

NOTARY PUBLIC - COMMISSION EXPIRES

05 SEP 19 AM 9 24

REC 12832 PAGE 78

AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and SADDLE UP TOWNHOME ASSN. (hereinafter referred to as "Owner"), agree on this 10 day of Sept, 2003, to enter into the following Traffic Jurisdiction Agreement.

WHEREAS, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

WHEREAS, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

WHEREAS, Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Florida Statutes §316.006(2)(b), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES: **THE TOWN OF DAVIE, FLORIDA**
_____ BY: _____ Signature

Print Name TITLE:
ADDRESS:

Signature

Print Name ATTESTED BY:

TOWN ATTORNEY
Approved as to form and legality for the use and
reliance of the Town of Davie, Florida, only

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by _____, of the Town of Davie, Florida, a municipal
corporation of the State of Florida, who is ____ personally known to me, or who has produced
_____ as identification, and who did/did not take an oath.

NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name
MY COMMISSION EXPIRES:

WITNESSES:

Anthony Caulfield
Signature

ANTHONY CAULFIELD
Print Name

Sofia Arguimbau
Signature

SOFIA ARGUIMBAU
Print Name

OWNER:

BY: Robert E. Kellner

ADDRESS: 5118 S. University Av.
Davie Florida 33328

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10 day of Sept,
2003, by Robert E. Kellner, Pres of Saddle Up Townhomes Assn,
who is personally known to me, or who has produced _____ as
identification, and who did/did not take an oath.

Kathryn A Stone
NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name



Kathryn A. Stone
My Commission DD141137
Expires August 12, 2006

MY COMMISSION EXPIRES: