

# 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 SUMMERLAKE APTS., LTD. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** Summerlake Apts., Ltd., 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 Summerlake Apts., Ltd..)

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN SUMMERLAKE APTS., LTD. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, Summerlake Apts., Ltd. and the Davie Police Department would like to enter into an "Agreement for Traffic Control" and

WHEREAS, Summerlake Apts., Ltd. 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**

Summerlake Apts, Ltd, a Florida Corporation,  
(Name of Corporation)

located at 5941 Summerlake Drive, Florida, hereby  
Davie, FL 33314

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)

Summerlake Apts. LTD  
(Name of Corporation), expressly understands and

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, SUMMER LAKE APTS, LTD agrees to assist in the criminal prosecution of said offender.

SUMMER LAKE APTS, LTD 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.

SUMMER LAKE APTS, LTD 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.

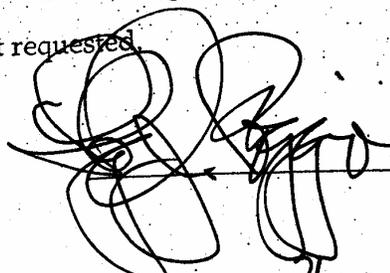
SUMMER LAKE APTS, LTD agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of 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.

Summer Lake Apts. LTD 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. Summerlake Apts, LTD. 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 Summerlake Apts. LTD. 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 sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of October 2003, by Cloyd Boggio of Summerlake who is personally known to me, or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.



Shanene Richardson  
NOTARY PUBLIC, State of Florida  
Shanene Richardson  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

## EXHIBIT "A"

### PARCEL I:

Tract A, of LAKESIDE VILLAS APARTMENTS, according to the Plat thereof, recorded in Plat Book 147, Page 9, of the Public Records of Broward County, Florida.

Less and except:

A portion of Tract A, of LAKESIDE VILLAS APARTMENTS, according to the Plat thereof as recorded in Plat Book 147, Page 9, of the Public Records of Broward County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Tract A, thence on a Grid North bearing of South 88°20'38" West along the South boundary of said Tract A a distance of 25.00 feet; thence North 01°40'02" West and parallel with the East boundary of said Tract A a distance of 87.54 feet to an intersection with a Westerly prolongation of the North right-of-way line of Southwest 42nd Street as shown on DAVIE CHAMBER OF COMMERCE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 19, Page 14, of the Public Records of Broward County, Florida; thence North 88°15'05" East along said prolongation a distance of 25.00 feet to an intersection with the East boundary of said Tract A, also being the West right-of-way line of Southwest 58th Avenue as shown on said DAVIE CHAMBER OF COMMERCE SUBDIVISION; thence South 01°40'02" East along said boundary a distance of 87.58 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the Town of Davie, Broward County, Florida.

Tax Folio Number: 50-41-26-44-0010

### PARCEL II:

The South 300 feet of Tract 13, NEWMAN'S SURVEY, of Section 26, Township 50 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida, lying and being in Broward County, Florida.

Tax Folio Number: 50-41-26-01-0030

NATIONAL HEADQUARTERS  
Richmond, Virginia

SCHEDULE A

LOAN POLICY

Case No.	Date of Policy	Amount of Insurance	Endorsements	Policy Number
0103371	July 20, 2001 at 3:27 p.m.	\$1,100,000.00	Form 9, 8.1, Contiguity and Survey	G51-0080613

1. *Name of Insured:*

Florida Housing Finance Corporation, its successors and/or assigns

2. *The estate or interest in the land which is encumbered by the insured mortgage is:*

Fee Simple

3. *Title to the estate or interest in the land is vested in:*

Summerlake Apartments, Ltd., a Florida limited partnership

4. *The insured mortgage and assignments thereof, if any, are described as follows:*

Mortgage in favor of The Carlisle Group, filed March 16, 2000, in Official Records Book 30339, Page 915, which mortgage was assigned to Florida Housing Finance Corporation, pursuant to that certain Assignment of Mortgage Deed and Promissory Note, filed July 20, 2001, in Official Records Book 31880, at Page 116, which mortgage was amended pursuant to that certain Amended and Restated Mortgage and Security Agreement, filed July 20, 2001, in Official Records Book 31880, at Page 119, which mortgage was subordinated pursuant to that certain Subordination Agreement filed July 20, 2001, in Official Records Book 31880, at Page 167, all of the Public Records of Broward County, Florida.

5. *The land referred to in this policy is described as follows:*

Exhibit "A" attached hereto.

STEARNS WEAVER MILLER WEISSLER ALHADEFF  
& SITTERSON, P.A.



Countersignature Authorized Officer or Agent PATRICIA K. GREEN, ESQ.

150 West Flagler Street, Suite 2200  
Miami, Florida 33130

Issued at (Location)

G:\W-PKG\34756\013\Sail\Policy\Mortgagee

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 1:**

Tract "A", of LAKESIDE VILLAS APARTMENTS, according to the Plat thereof, recorded in Plat Book 147, at Page 9, of the Public Records of Broward County, Florida.

**Parcel 2:**

All of Lakeside Villas II, according to the Plat thereof, as recorded in Plat Book 169, at Page 43, of the Public Records of Broward County, Florida.

G:\W-PKG\34756013\legal-PI&II(NEW)

## AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and SUMMER LAKE APTS. LTD (hereinafter referred to as the "Owner"), agree on this 22 day of OCTOBER, 2003, to enter into the following Traffic Jurisdiction Agreement.

**WHEREAS**, the 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**, the 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.

### WITNESSETH

**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

TITLE:

Print Name

ADDRESS:

\_\_\_\_\_  
Signature

ATTESTED BY:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
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:

[Signature]  
Signature

Yoly Santana  
Print Name

[Signature]  
Signature

Marilyn Santiago  
Print Name

OWNER:

BY: [Signature]

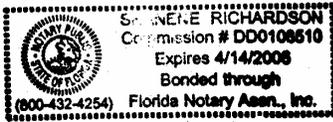
ADDRESS: 2950 SW 27 Ave #200

MIAMI FL 33186

PHONE: (305) 476-8118

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of October, 2003,  
by Lloyd Boggio of \_\_\_\_\_, who is  
personally known to me, or who has produced \_\_\_\_\_ as identification, and  
who did/did not take an oath.



Sharene Richardson  
NOTARY PUBLIC, State of Florida

Sharene Richardson  
Type, Stamp, Print Name

MY COMMISSION EXPIRES: 4/14/08