

# 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 2

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN LONG LAKE ESTATES AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** Long Lake Estates, 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 Long Lake Estates)

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN LONG LAKE ESTATES AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.**

**WHEREAS**, Long Lake Estates and the Davie Police Department would like to enter into an "Agreement for Traffic Control" and

**WHEREAS**, Long Lake Estates 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 \_\_\_\_\_, 2004

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2004

**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**

Long Lake Estates, a Florida Corporation,  
(Name of Corporation)

located at 2852 LAKE VISTA WAY, DAVIE, Florida, hereby  
(Address) & (Phone No.) 954-236-3258  
33328

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)

LONG LAKE ESTATES, 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, Long Lake Estates agrees to assist in the criminal prosecution of said offender.

Long Lake Estates 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.

Long Lake Estates 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.

Long Lake Estates 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.

Long Lake Estates

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. Long Lake Estates

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 Long Lake Estates 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.

*[Handwritten Signature]*

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of FEBRUARY 2004, by STUART KRANE, President of HOA who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

*[Handwritten Signature: Evelyn Jatkoff]*  
NOTARY PUBLIC, State of Florida  
EVELYN JATKOFF  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

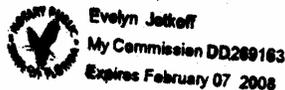


EXHIBIT "A"

Parcel "A", BUCKRAM OAK FARM, according to the Plat thereof as recorded in Plat Book 150, Page 37 of the Public Records of Broward County, Florida

LESS AND EXCEPT:

BEGINNING at the Southeast corner of said Parcel "A", said point being located on the arc of a curve concave to the Southwest ( a radial line through said point bears North 83°32'55" East from the radius point of said curve);

THENCE South 80°24'57" West, on the South line of said Parcel "A", 1169.54 feet;

THENCE South 88°31'34" West, on said South line of Parcel "A", 1286.75 feet to the Southwest corner of said Parcel "A";

THENCE North 01°51'29" West, on the West line of said Parcel "A", 40.00 feet;

THENCE North 88°31'34" East, on a line 40.00 feet North of and parallel with said South line of Parcel "A", 1284.26 feet;

THENCE North 80°24'57" East, on said parallel line, 1108.50 feet to a point on the arc of a non-tangent curve concave to the Southwest (said point bears North 82°37'45" East from the radius point of the next described curve);

THENCE Northwesterly, on the arc of said curve having a radius of 2290.00 feet, a central angle of 07°24'35", and an arc distance of 296.16 feet to an intersection with a non-tangent line;

THENCE North 26°02'25" East, a distance of 75.42 feet to a point on the arc of a non-tangent curve concave to the Southwest; (said point bears North 73°49'18" East from the radius point of the next described curve);

THENCE Northwesterly, on the arc of said curve having a radius of 2340.00 feet, a central angle of 10°02'30", and an arc distance of 410.11 feet to a Point of Tangency;

THENCE North 26°13'12" West, a distance of 482.23 feet to the beginning of a Tangent curve concave to the East;

THENCE Northeasterly, on the arc of said curve having a radius of 75.00 feet, a central angle of 53°07'48", and an arc distance of 69.55 feet to a Point of Reverse Curvature with a curve concave to the Northwest;

THENCE Northeasterly, on the arc of said curve having a radius of 35.00 feet, a central angle of 53°07'48", and an arc distance of 32.46 feet to a Point of Tangency;

THENCE North 26°13'12" West, 87.04 feet;

THENCE North 63°46'48" East, 16.00 feet to the intersection with the East line of said Parcel "A" and the Westerly right-of-way line of Nob Hill Road;

THENCE Southerly on said East line of Parcel "A" and said Westerly right-of-way line of Nob Hill Road the following four (4) courses and distances;

1. South 26°13'12" East, a distance of 657.27 feet to the beginning of a Tangent curve concave to the Southwest;
2. Southeasterly, on the arc of said curve having a radius of 2400.00 feet, a central angle of 12°27'17", and an arc distance of 521.70 feet to an intersection with a radial line to said curve;
3. South 76°14'05" West, radial to the last and next described curves, a distance of 50.00 feet to the beginning of a curve concave to the Southwest;
4. Southwesterly, on the arc of said curve having a radius of 2350.00 feet, a central angle of 07°18'51", and an arc distance of 299.99 feet to the POINT OF BEGINNING;

Said lands lying in the Town of Davie, Broward County, Florida and containing 181,996 square feet ( 4.178 acres ) more or less.

EXHIBIT A-1



CONSUL-TECH ENGINEERING, INC.  
 Consulting Engineers • Landplanners • Land Surveyors  
 3141 COMMERCE PARKWAY PHONE: (954) 438-4300  
 MIRAMAR, FLORIDA 33025 FAX: (954) 438-1433

-SKETCH AND DESCRIPTION-

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DESCRIPTION SHOWN HEREON.

LEGAL DESCRIPTION

A PORTION OF "BUCKRAM OAK FARM", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 150 AT PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID "BUCKRAM OAK FARM" PLAT; (THE FOLLOWING FOUR (4) COURSES BEING COINCIDENT WITH WESTERLY RIGHT-OF-WAY LINE OF NOB HILL ROAD (S.W. 100th AVENUE):  
 THENCE SOUTH 2° 13' 12" EAST, A DISTANCE OF 5.35 FEET;  
 THENCE SOUTH 1° 22' 38" EAST, A DISTANCE OF 100.72 FEET;  
 THENCE SOUTH 1° 06' 13' 12" EAST, A DISTANCE OF 184.65 FEET TO THE POINT OF BEGINNING;  
 THENCE CONTINUOUSLY SOUTH 26° 13' 12" EAST, A DISTANCE OF 110.35 FEET;  
 THENCE SOUTH 6° 46' 48" WEST, A DISTANCE OF 4.00 FEET;  
 THENCE SOUTH 1° 13' 12" EAST, A DISTANCE OF 3.65 FEET;  
 THENCE NORTH 1° 13' 12" WEST, A DISTANCE OF 19.43 FEET TO A POINT ON A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 124.00 FEET AND A RADIAL BEARING OF SOUTH 32° 4' 44' 13" EAST;  
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 19' 27", AN ARC DISTANCE OF 28.84 FEET TO A POINT OF TANGENCY;  
 THENCE SOUTH 4° 37' 36" WEST, A DISTANCE OF 29.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 52.00 FEET;  
 THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 14° 52' 03", AN ARC DISTANCE OF 13.49 FEET TO A POINT OF TANGENCY;  
 THENCE SOUTH 5° 29' 39" WEST, A DISTANCE OF 134.41 FEET;  
 THENCE SOUTH 1° 19' 26" WEST, A DISTANCE OF 34.22 FEET;  
 THENCE NORTH 2° 55' 34" WEST, A DISTANCE OF 131.82 FEET;  
 THENCE SOUTH 2° 40' 34" EAST, A DISTANCE OF 37.08 FEET;  
 THENCE NORTH 5° 32' 21" EAST, A DISTANCE OF 28.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 33.00 FEET;  
 THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 27° 17' 28", AN ARC DISTANCE OF 15.72 FEET TO A POINT OF TANGENCY;  
 THENCE NORTH 2° 14' 53" EAST, A DISTANCE OF 5.75 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 91.00 FEET;  
 THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71° 52' 30", AN ARC DISTANCE OF 114.16 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 87.00 FEET;  
 THENCE EASTERLY THROUGH A CENTRAL ANGLE OF 18° 51' 38", AN ARC DISTANCE OF 28.11 FEET;  
 THENCE NORTH 16° 46' 48" EAST, A DISTANCE OF 54.11 FEET TO THE POINT OF BEGINNING.  
 SAID LAND SITUATED AND LYING WITHIN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

PREPARED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 PROFESSIONAL SURVEYOR AND MAPPER No. LS \_\_\_\_\_  
 STATE OF FLORIDA

UPDATES/REVISIONS	DATE	BY	CK'D	NOTE
				NOTE: The undersigned and CONSULT-TECH ENGINEERING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSULT-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown. NOTE: This instrument is the property of CONSULT-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSULT-TECH ENGINEERING, INC. ©
Job No. _____	Drawn By: _____	Checked By: _____	F.B. PG. _____	Scale: _____

OR BK 29715 PG 0035

**AGREEMENT FOR TRAFFIC CONTROL**

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and LONG LAKE ESTATES (hereinafter referred to as the "Owner"), agree on this 10 day of JANUARY, 2004, 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:

Eileen Cecchini  
Signature

EILEEN CECCHINI  
Print Name

Luis Casassa  
Signature

LUIS CASASSA  
Print Name

OWNER:

BY:

[Signature]  
PRES TRIA

ADDRESS: 3004 LAKE POINT PL  
DAVIE, FL 33328  
(RESIDENCE)  
2852 LAKE VISTA WAY (GUARD HOUSE)  
DAVIE, FL 33328

PHONE: 954-424-0142 - Home  
954-236-3258 GUARD HOUSE

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of JANUARY 2004  
by STUART KRANE of BROWARD County, who is  
personally known to me, or who has produced \_\_\_\_\_ as identification, and  
who did/did not take an oath.

[Signature]  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

