

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Larry Peters/954-797-1113

**PREPARED BY:** Larry Peters

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** N/A

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROVAL OF THE HOLD HARMLESS AGREEMENT WITH ARTHUR HURLEY, WEST 15 FEET OF TRACTS 24, 33 AND 34 AND THE NORTH 15 FEET OF TRACT 24, AND THE EAST 27.5 FEET OF TRACT 24, FLORIDA FRUIT LANDS COMPANY, SUBDIVISION 1, SECTION 13, TOWNSHIP 50 S, RANGE 40 E, BROWARD COUNTY, FL

**REPORT IN BRIEF:**

There is an existing equestrian trail running through Arthur Hurley's property. The property owner has agreed to deed over the land to the Town of Davie. Until the property has been deeded over, the property owner is requesting that the Town grant him a Hold Harmless Agreement for the public use of the trail.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** Reviewed and approved by the Town Attorney's Office

**FISCAL IMPACT:** N/A

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, Hold Harmless Agreement and Legal Description

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROVAL OF THE HOLD HARMLESS AGREEMENT WITH ARTHUR HURLEY, WEST 15 FEET OF TRACTS 24, 33 AND 34 AND THE NORTH 15 FEET OF TRACT 24, AND THE EAST 27.5 FEET OF TRACT 24, FLORIDA FRUIT LANDS COMPANY, SUBDIVISION 1, SECTION 13, TOWNSHIP 50 S, RANGE 40 E, BROWARD COUNTY, FL

WHEREAS, Arthur Hurley plans to deed an Equestrian Trail to the Town of Davie.

WHEREAS, Arthur Hurley is requesting the Town of Davie to grant him a Hold Harmless Agreement for public use of equestrian trail until property is deeded to the Town.

WHEREAS, the attached sketch of survey and legal description describe the equestrian trail running through Arthur Hurley's property.

WHEREAS, the Engineering Division of the Development Services Department recommends approval of the Hold Harmless 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 accepts the Hold Harmless Agreement dated April 16, 2004 which is attached hereto as "Exhibit A" to Arthur Hurley for his equestrian trail described in the legal description attached as "Exhibit B."

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

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

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

Record & Return to:

### HOLD HARMLESS AGREEMENT

**THIS AND HOLD HARMLESS AGREEMENT** ("Agreement") is made and entered into as of this 16 day of APRIL, 2004, by and between the **TOWN OF DAVIE, FLORIDA**, a municipal corporation, (the "Town"), whose address is 6591 SW 45<sup>th</sup> Street, Davie, Florida 33314, and **ARTHUR J. HURLEY**, ("Owner"), whose address is 3500 SW 121<sup>st</sup> Avenue, Davie, Florida.

**WHEREAS**, the **Owner** acquired title to the property on August 14, 2002, which includes the property described on the attached Exhibit "A";

**WHEREAS**, the **Town** wishes to use the property for the benefit of the public; and

**WHEREAS**, the **Owner** agrees to allow the **Town** temporary use of the property provided he is held harmless against claims for damages and liability by reason of incidents occurring on said property as a result of the use of same by the general public.

**NOW, THEREFORE**, the parties agree as follows:

1. Owner agrees to allow the Town to use the property described on the attached Exhibit "A" in exchange for his being held harmless by the Town against any claims for damages or liability.
2. Town hereby agrees to hold harmless the Owner from and against any and all claims, actions, damages and liability resulting from the negligence of the Town or its officers, employees, agents, designees or servants while acting within the scope of their employment. Further, Town will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes §768.28 and the common law. Nothing contained in this Agreement shall be construed as a waiver of said sovereign immunity, nor shall it be construed as bestowing upon any third party any cause of action.
3. This Agreement shall be governed and construed under and in accordance with the laws of the State of Florida, both substantive and remedial, and it has been entered into by both parties in recognition of such laws. Further, this Agreement, the terms of which having been negotiated by the parties, shall not be construed against one party more than the other.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date and year first above written.

TOWN OF DAVIE

BY: \_\_\_\_\_

Attested by:

*Sandra Saikley*  
\_\_\_\_\_

Clerk



BY: *Arthur J. Hurley*  
\_\_\_\_\_

ARTHUR J. HURLEY, Owner

**EXHIBIT 'B'**  
**LEGAL DESCRIPTION**  
**EQUESTRIAN TRAIL**

West 15 feet of Tracts 24, 33 and 34, and the North 15 feet of Tract 24, and the East 27.5 feet of Tract 24, Florida Fruit Lands Company, Subdivision 1, Section 13, Township 50 South, Range 40 East, Broward County, Florida, according to the Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Broward County, Florida; containing 0.968 acres more or less.

Hold Harmless Agreement

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