

MUNICIPAL TRAFFIC CONTROL
JURISDICTION AGREEMENT
FOR

Sonoma Townhomes At Doral
Folio: 35-3019-039-2340

This Agreement, made as of this 15 day of MAY, 2002, by and between the SONOMA TOWNHOMES AT DORAL, a corporation organized and existing under the laws of the State of Florida and having its principal office at DORAL FL 33178 (114TH AVE & 58TH ST.) (hereinafter referred to as "ASSOCIATION"), and the CITY OF DORAL, a municipal corporation organized and existing under the laws of the State of Florida, with its permanent post office address at 8300 NW 53 Street, Suite 100, Doral, Florida 33166, (hereinafter referred to as "CITY"):

WITNESSETH:

WHEREAS, ASSOCIATION is the party who owns or controls certain private roads within the following subdivisions situate, lying and being in the City of Doral, Dade County, Florida, to wit: Doral Northeast Townhomes PB
155-9 T-19910 TRA (ROAD) LOT SIZE 484732 SQ FT
FAU 30-3019-001-0170 0180 0190 & 0192

which subdivision is hereinafter referred to as Subject Property; and

WHEREAS, ASSOCIATION does not have the authority to enact or enforce traffic laws within the Subject Property nor does it have the authority to hire others with police power to do same; and

WHEREAS, ASSOCIATION desires the CITY to exercise traffic control jurisdiction over the private roads in the Subject Property and the CITY desires to exercise such traffic control jurisdiction, pursuant to Chapter 316.006, Florida Statutes; and

NOW, THEREFORE, for the sum of ten and xx/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) Recitals: The foregoing recitals are true and correct and are incorporated herein by this reference.

(2) Jurisdiction: Pursuant to Chapter 316.006(2)(b) Florida Statutes, as amended from time to time, ASSOCIATION hereby grants to CITY and CITY hereby accepts from ASSOCIATION, municipal traffic control jurisdiction over the private roads in the Subject Property.

(3) Enforcement: The Doral Police Department shall provide a minimum base level of traffic enforcement service on all those certain private roads in the Subject Property. This level of service shall be determined solely by the Doral Police Department.

(4) Off-Regular Duty Service: This Agreement does not address off-regular duty police service. If the ASSOCIATION desires off-regular duty police service, the ASSOCIATION must arrange the services directly with the Doral Police Department under separate agreement.

(5) Liability Not Increased: Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the CITY than the CITY would ordinarily be subjected to when providing its normal police services.

(6) Term: The term of this Agreement shall be five (5) years commencing on the date hereof and ending five (5) years following the date hereof, and shall thereafter automatically continue for successive five (5) year terms. Either party may terminate this Agreement for any reason upon providing thirty (30) days written notice.

(7) Entire Agreement: This Agreement, together with the Permit, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.


IN WITNESS WHEREOF, ASSOCIATION and CITY have set their hands and seals, as of the day and year first above written.

ATTEST:



BARBARA HERRERA
CITY CLERK

CITY OF DORAL, FLORIDA



YVONNE SOLER-McKINLEY
CITY MANAGER

APPROVED AS TO FORM:



JIMMY L. MORALES, CITY ATTORNEY

ATTEST:



SECRETARY



PRESIDENT