

MUNICIPAL TRAFFIC CONTROL
JURISDICTION AGREEMENT
FOR

Townhomes of Doral Oaks Homeowners Assoc.

This Agreement, made as of this 14 day of March, 2013, by and between the Townhomes of Doral Oaks H. A., a corporation organized and existing under the laws of the State of Florida and having its principal office at 9850 NW 52nd Ter (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:

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.

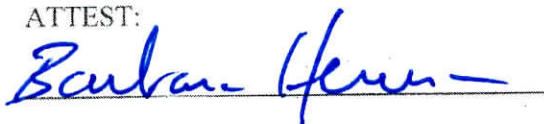
(5) Liability Not Increased: Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the CITY than the CITY would ordinarily be subjected to when providing its normal police services.

(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:



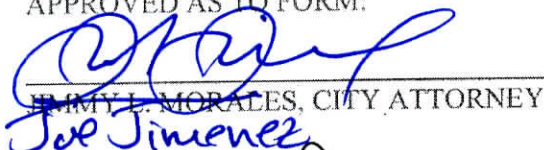
CITY CLERK

CITY OF DORAL, FLORIDA





CITY MANAGER

APPROVED AS TO FORM:


JIMMY L. MORALES, CITY ATTORNEY

ATTEST:


SECRETARY


ALVARO FERRANDO
PRESIDENT

THE TOWNHOMES OF DORAL OAKS

LEGAL DESCRIPTION:

KNOW ALL MEN BY THESE PRESENTS:

That DORAL PARK JOINT VENTURE, joint venture composed of LENNAR HOMES, INC. and DORAL PARK CORPORATION, both Florida corporations and MIAMI DADE WATER AND SEWER AUTHORITY, an agency and instrumentality of Dade County, Florida, have caused to be made the attached plat of "THE TOWNHOMES OF DORAL OAKS" the same being a subdivision of a portion of the N.E. 1/4 of Section 20, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Begin at the S.W.-ly corner of Tract A DORAL PARK NORTHEAST, according to the plat thereof, as recorded in Plat Book 118 at Page 35 of the Public Records of Dade County, Florida; thence N 16°44'27"E for 249.34 feet; thence North for 365.21 feet; (said last mentioned two courses being coincident with the boundary of said Tract A) thence N 86°25'08"W for 124.16 feet; thence S 75°37'46"W for 249.93 feet; thence S 68°48'51"W for 726.12 feet; thence N 56°00'00"W for 211.35 feet; thence S 67°09'31"W for 274.18 feet; thence S 61°34'43"W radial to the next described curve for 86.00 feet; thence S.E.-ly along a circular curve to the left, having a Radius of 1952.86 feet and a central angle of 2°20'10", for an arc distance of 79.62 feet to a point of tangency; thence S 30°45'27"E for 347.59 feet; thence N 59°14'33"E radial to the next described curve for 86.00 feet; thence S.E.-ly, E.-ly, and N.E.-ly along a circular curve to the left, having a Radius of 25.00 feet and a central angle of 90°00'00", for an arc distance of 39.27 feet to a point of tangency; thence N 59°14'33"E for 22.80 feet to a point of curvature; thence N.E.-ly, E.-ly and S.E.-ly along a circular curve to the right, having a Radius of 1188.92 feet and a central angle of 47°29'54", for an arc distance of 985.62 feet to a point of tangency; thence S 73°15'33"E for 187.41 feet to the Point of Beginning, lying and being in Dade County, Florida. (Said last mentioned five courses being coincident with the N.-ly Right-of-Way line of Clubhouse Drive (N.W. 52nd ST.) as shown on that certain plat of DORAL PARK CLUBHOUSE SITE, as recorded in Plat Book 121 at Page 53 of the Public Records of Dade County, Florida.)