

MUNICIPAL TRAFFIC CONTROL
JURISDICTION AGREEMENT
FOR

Doral Isles Community Assoc., Inc.

This Agreement, made as of this 2nd day of July, 2014, by and between the Doral Isles Community Assoc., Inc., a corporation organized and existing under the laws of the State of Florida and having its principal office at 6450 NW 110th Ave (hereinafter referred to as "ASSOCIATION"), and the CITY OF DORAL, a municipal corporation organized and existing under the law of the State of Florida, with its permanent post office address at 8401 NW 53 Terrace, 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 situated, lying and being in the City of Doral, Dade County, Florida, to wit:

Antigua	Antilles	Riviera
Captiva A-F	Catalina	St. Croix
Caribbean	Cayman	Venetia
Marthique	Mediterranea	
St. Tropez	Pacific	

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.

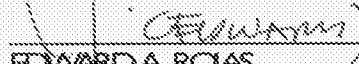
- (5) **Liability Not Increased** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the CITY than the CITY would ordinarily be subjected to when providing its normal police services.
- (6) **Term** The term of this Agreement 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, unless terminated by either party by written notice to the other party given at least thirty (30) days prior to the expiration of the then applicable one (1) year term.
- (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 changes, 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.

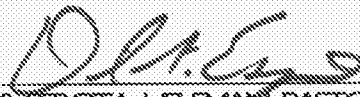
ATTEST:


 BARBARA HERRERA
 CITY CLERK

CITY OF DORAL, FLORIDA


 EDWARD A. ROJAS
 CITY MANAGER

APPROVED AS TO FORM


 WEISS SEROTA HELFMAN PASTORIZA
 COLE and BONSKKE
 CITY ATTORNEY

ATTEST:


 SECRETARY


 PRESIDENT

Doral Isles

Legal Description

DORAL NW ENTRANCE

PB 156-69 T-20461

TRACT A (PRIVATE RD)

LOT SIZE 1.317 AC M/L

FAU 30-3018-000-0020 & 0060

F/A/U 30-3018-024-0010

FOLIO: 35-3018-008-0030

SUB-DIVISION: DORAL ISLES CORSICA

FOLIO: 35-3018-008-0040

SUB-DIVISION: DORAL ISLES CORSICA

FOLIO: 35-3018-005-1650

SUB-DIVISION: DORAL ISLES RIVIERA

FOLIO: 35-3018-010-0550

SUB-DIVISION: DORAL ISLAES PACIFICA

FOLIO: 35-3018-010-0560

SUB-DIVISION: DORAL ISLAES PACIFICA

FOLIO: 35-3018-010-0570

SUB-DIVISION: DORAL ISLAES PACIFICA

FOLIO: 35-3018-010-0580

SUB-DIVISION: DORAL ISLAES PACIFICA

FOLIO: 35-3018-011-1160

SUB-DIVISION: DORAL ISLES CARIBBEAN

FOLIO: 35-3018-011-1170

SUB-DIVISION: DORAL ISLES CARIBBEAN

FOLIO: 35-3018-012-0880

SUB-DIVISION: DORAL ISLES ST CROIX

FOLIO: 35-3018-012-0890

SUB-DIVISION: DORAL ISLES ST CROIX

FOLIO: 35-3018-012-0900

SUB-DIVISION: DORAL ISLES ST CROIX

FOLIO: 35-3018-012-0900

SUB-DIVISION: DORAL ISLES ST CROIX

FOLIO: 35-3018-012-0910

SUB-DIVISION: DORAL ISLES ST CROIX

FOLIO: 35-3018-014-0410

SUB-DIVISION: DORAL ISLES VENETIA

FOLIO: 35-3018-014-0420

SUB-DIVISION: DORAL ISLES VENETIA

FOLIO: 35-3018-019-1530

SUB-DIVISION: DORAL ISLES ST CROIX 1ST ADDN

FOLIO: 35-3018-019-1540

SUB-DIVISION: DORAL ISLES ST CROIX 1ST ADDN

FOLIO: 35-3018-019-1550

SUB-DIVISION: DORAL ISLES ST CROIX 1ST ADDN

Doral Isles

Legal Description

FOLIO: 35-3018-019-1560
SUB-DIVISION: DORAL ISLES ST CROIX 1ST ADDN

FOLIO: 35-3018-009-0020
SUB-DIVISION: DORAL ISLES ISLAND CLUB

FOLIO: 35-3018-023-0650
SUB-DIVISION: DORAL ISLES CATALINA

FOLIO: 35-3018-023-0660
SUB-DIVISION: DORAL ISLES CATALINA

FOLIO: 35-3018-024-0010
SUB-DIVISION: DORAL NW ENTRANCE

FOLIO: 35-3018-024-0020
SUB-DIVISION: DORAL NW ENTRANCE

FOLIO: 35-3018-025-1860
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1870
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1880
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1890
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1900
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1910
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1920
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1930
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1940
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1950
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1960
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-025-1970
SUB-DIVISION: DORAL ISLES MARTINIQUE

FOLIO: 35-3018-027-0740
SUB-DIVISION: DORAL ISLES MEDITERRANEA

FOLIO: 35-3018-027-0750
SUB-DIVISION: DORAL ISLES MEDITERRANEA

Doral Isles

Legal Description

FOLIO: 35-3018-027-0760
SUB-DIVISION: DORAL ISLES MEDITERRANEA
FOLIO: 35-3018-027-0770
SUB-DIVISION: DORAL ISLES MEDITERRANEA

FOLIO: 35-3018-006-0530
SUB-DIVISION: DORAL ISLES ANTILLES 1ST ADDN
FOLIO: 35-3018-031-1760
SUB-DIVISION: DORAL ISLES ST LUCIA
FOLIO: 35-3018-031-1780
SUB-DIVISION: DORAL ISLES ST LUCIA
FOLIO: 35-3018-007-0360
SUB-DIVISION: DORAL ISLES RIVIERA AMENDED
FOLIO: 35-3018-028-0020
FOLIO: 35-3018-010-0530
SUB-DIVISION: DORAL ISLAES PACIFICA
FOLIO: 35-3018-010-0540
SUB-DIVISION: DORAL ISLAES PACIFICA

FOLIO: 35-3018-006-0500
SUB-DIVISION: DORAL ISLES ANTILLES 1ST ADDN
OWNER: DORAL ISLES COMMUNITY ASSOC INC
FOLIO: 35-3018-006-0510
SUB-DIVISION: DORAL ISLES ANTILLES 1ST ADDN

FOLIO: 35-3018-006-0520
SUB-DIVISION: DORAL ISLES ANTILLES 1ST ADDN
FOLIO: 35-3018-005-1670
SUB-DIVISION: DORAL ISLES RIVIERA
FOLIO: 35-3018-001-0890
SUB-DIVISION: DORAL ISLE-ANTILLES
FOLIO: 35-3018-001-0900
SUB-DIVISION: DORAL ISLE-ANTILLES

FOLIO: 35-3018-001-0910
SUB-DIVISION: DORAL ISLE-ANTILLES
FOLIO: 35-3018-002-0780
SUB-DIVISION: DORAL ISLES ANTIGUA
FOLIO: 35-3018-002-0790
SUB-DIVISION: DORAL ISLES ANTIGUA
FOLIO: 35-3018-002-0800
SUB-DIVISION: DORAL ISLES ANTIGUA
FOLIO: 35-3018-003-1210
SUB-DIVISION: DORAL ISLES CAYMAN
FOLIO: 35-3018-014-0430
SUB-DIVISION: DORAL ISLES VENETIA

Doral Isles

Legal Description

FOLIO: 35-3018-018-0310

SUB-DIVISION: CAPTIVA CONDO B

FOLIO: 35-3018-019-1520

SUB-DIVISION: DORAL ISLES ST CROIX 1ST ADDN

FOLIO: 35-3018-006-0430

SUB-DIVISION: DORAL ISLES ANTILLES 1ST ADDN

FOLIO: 35-3018-005-0890

SUB-DIVISION: DORAL ISLES RIVIERA

FOLIO: 35-3018-005-1660

SUB-DIVISION: DORAL ISLES RIVIERA

FOLIO: 35-3018-022-1970

SUB-DIVISION: THE GATES AT DORAL ISLES CONDO

FOLIO: 35-3018-009-0010

SUB-DIVISION: DORAL ISLES ISLAND CLUB

Right-of-Entry Agreement**For Providing Debris Removal on Private Property**

Bum Park, ("Owner") hereby permits the City of Doral, its officers, employees, agents, contractors and subcontractors ("City") to enter upon Owner's property commonly identified as Doral Isles Comm (name of community) 6450 NW 110th Ave (street address), Doral, Miami-Dade County, State of Florida ("Premises"), subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

1. Grant of Right-of-Entry: Owner hereby grants City a right-of-entry over the Premises for the purpose of removing and clearing any or all hurricane-generated debris of whatever nature from the Premises, subject to the terms and conditions set forth in this Agreement. *It is fully understood that this Agreement does not create any obligation on the City to perform debris clearance. Owner acknowledges that debris removal is subject to the approval of the City Manager.* Owner understands that the City will undertake no cleanup action until this Right-of-Entry Agreement is signed and returned.

2. Private Insurance Coverage: Most homeowner associations have insurance coverage to pay for the costs of removal of hurricane-generated debris. Owner understands that federal law (42 United States Code 5155, et. seq.) requires Owner to reimburse City for the cost of removing hurricane-generated debris to the extent covered in Owner's insurance policy. Owner also understands that Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to City. If Owner has received payment, or when Owner receives payment, for debris removal from Owner's insurance company, or any other source, Owner shall notify and send payment and proof/statement of loss to City within thirty (30) days. Owner understands that all disaster related funding, including that for debris removal from private property, is subject to audit.

3. This part has been left blank intentionally.

4. Owner's Responsibility: Owner understands and agrees that the ultimate responsibility for debris cleanup on private streets rests with the Owner.

5. Duplication of Benefits: Owner (has _____, has not X) and (will _____, will not X) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), Nation Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program. Owner will advise City in writing within ten (10) days of receipt of any insurance settlements for debris removal that has been performed at government expense. Owner further agrees to reimburse the City within thirty (30) days from such insurance proceeds for the cost of the debris removal conducted by the City. In the event the insurance proceeds are less than the cost of debris removal incurred by the City, Owner will not be responsible for the difference. If the insurance proceeds exceed the City's cost of debris removal, Owner will keep any excess proceeds.

Please return signed form to: City Manager, City of Doral
8300 NW 53 Street, #100, Doral, Florida 33166

6. Hold Harmless: City shall not be liable for, and Owner shall indemnify and hold harmless City, the United States Government, the Federal Emergency Management Agency (FEMA), the State of Florida, and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Agreement, and hereby release, discharge and waive any Claims and action, in law or equity, arising therefrom. Owner shall use its best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

7. No City Assumption of Liability for Remediation: In consideration of the assistance City is providing to Owner under this Agreement, at no cost to Owner, City assumes no liability or responsibility, and Owner shall not seek to recover from City, the United State Government, the Federal Emergency Management Agency (FEMA), the State of Florida, or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the costs of any remediation of damages to the Premises incurred due to actions taken pursuant to this Agreement.

8. City Agents: Any person, firm or corporation authorized to work upon the Premises by the City shall be deemed to be City's agent and shall be subject to all applicable terms hereof.

9. Authority: Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owner.

10. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

11. Modification: The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.

12. Partial Invalidity: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

13. Successors & Assigns: This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

Please return signed form to: City Manager, City of Doral
8300 NW 53 Street, #100, Doral, Florida 33166

14. Governing Law and Venue: The laws of the State of Florida shall govern the validity, construction and effect of this Agreement. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit in and for Dade County, Florida.

IN WITNESS WHEREOF, Owner and City have executed this Agreement effective as of _____.

CITY:

City of Doral
A political subdivision of the
State of Florida

By: _____

Approved as to Form: _____

Date: _____

City Attorney

OWNER:

Doral ISHS Association, Inc
Print Name of Association

By: _____

Print Name

By: _____

Signature

Title: _____

Phone#1: 305-436-0912

Cell Phone#: _____

e-mail address: bpark.d@gmail.com

Please supply the following insurance information:

Insurance Company: _____

Agent Name: _____

Policy #: _____

Agent Phone#: _____

Special instructions (i.e., gates, locks, major cross streets and special directions contractors will need for site access):

Please return signed form to: City Manager, City of Doral
8300 NW 53 Street, #100, Doral, Florida 33166

Mailing address for Association: 6450 NW 110th Ave Doral FL 33178

Do you have a management company: No ☐ Yes ☒ (if yes, list below)

Name of Management Company: Castle Group

Address: 17270 SW 3rd St Plantation, FL 33325

Contact Person: Rory Noel

Phone Number: 954-660-1898

Please return signed form to: City Manager, City of Doral
8300 NW 53 Street, #100, Doral, Florida 33166

SCHEDULE OF CURRENT INSURANCE

**WELLS FARGO INSURANCE
SERVICES / MIAMI DIVISION**

Telephone: 888-746-7673
Fax: 305-441-0460

Date: May 3, 2014 Name: DORAL ISLES COMMUNITY ASSOCIATION, INC. Page 1 of 2
Address: 6450 NW 110TH AVENUE
DORAL, FL 33178 Phone: 305-436-0912
Contact: Rey Nunez Fax: 305-436-5763

Kind of Insurance	Covering	Amount/ Limits	Annual Premium	Term in Years	Policy Number	Insurance Company	Expires
PROPERTY (Special)	Building 1 (Guardhouse I)	\$123,246	\$56,356.57	1	PCP9466209-02	EMPIRE INDEMNITY INS CO	5/03/15
90% Co-Ins.	Contents	\$10,000					
\$5,000 Deductible	Swimming Pool	\$805,850					
Replacement Cost	Building 2 (Guardhouse II)	\$101,429					
5% Wind & Hail Deductible	Contents	\$10,000					
TIV \$6,537,894	Swimming Pool	\$522,630					
	Building 3 (Clubhouse)	\$2,781,494					
	Contents	\$133,200					
	Swimming Pool	\$194,410					
	Building 4 (Clubhouse II)	\$474,334					
	Contents	\$96,000					
	Swimming Pool	\$25,980					
	Building 5 (Cabana)	\$507,988					
	Contents	\$8,000					
	Building 6 (Welcome Center)	\$699,758					
	Contents	\$2,100					
	Swimming Pool	\$15,870					
	Golf Cart	\$25,605					
GENERAL LIABILITY	General Aggregate	\$2,000,000	\$64,055.36	1	PAL100096702	Amtrust International Under.	5/03/15
\$2500 Deductible	Products/Completed Operations	\$2,000,000					
Per Occurrence	Personal & Advertising Injury	\$1,000,000					
Including Defense Cost	Each Occurrence	\$1,000,000					
	Rented to You Limit	\$100,000					
	Medical Expense	\$5,000					
	Hired & Non-Owned Auto	\$1,000,000					
	Fire Legal Liability	\$100,000					
	Employee Benefits Liability	\$1,000,000					

CITY OF DORAL POLICE DEPARTMENT

Trespass Affidavit

TO WHOM IT MAY CONCERN

CITY OF DORAL POLICE OFFICERS ARE AUTHORIZED REPRESENTATIVES TO ENFORCE

STATE STATUTE 810.09, TRESPASS, AND TO WARN AND DIRECT PERSONS TO LEAVE

Doral Isles Community Association, Inc. PROPERTY, AT
BUSINESS NAME

6450 N.W. 110th Ave. Doral, FL 33178 DORAL, FLORIDA
BUSINESS ADDRESS/ZIP CODE

AUTHORITY IS GRANTED BY Bum Park
BUSINESS OWNER/REPRESENTATIVE NAME

CONTACT PHONE NUMBER 305-436-0912

WHO IS THE _____ OF SAID BUSINESS, AND
OWNER/LANDLORD/AUTHORIZED AGENT

PROPERTY, AND WHO HEREIN REQUESTS THE OFFICERS TO ENFORCE SAID STATUTE
ON SAID PROPERTY INCLUDING THE PARKING LOTS.

IT IS ALSO ACKNOWLEDGED THAT THIS COMPANY WILL AID IN THE PROSECUTION
OF THOSE PERSONS ARRESTED.

30
SIGNATURE

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 2nd DAY OF July, 2014.

[Signature]
NOTARY PUBLIC AT LARGE, STATE OF FLORIDA

MY COMMISSION EXPIRES 6/10/2016

