

MUNICIPAL TRAFFIC CONTROL
AND PUBLIC SAFETY INGRESS/EGRESS AGREEMENT

Cricket Club Townhomes Association
THIS AGREEMENT is made this 15 day of July, 2025, between Cricket Club Townhomes Association a corporation organized and existing under the laws of the State of Florida and having its principal office at 4001 NW 11th PL, Lauderhill, Florida (hereinafter designated as "Association") and the CITY OF LAUDERHILL, a Florida municipal corporation, whose address is 5581 West Oakland Park Boulevard, Lauderhill, Florida 33313 (hereinafter designated as "City").

WITNESSETH:

WHEREAS, ASSOCIATION currently holds legal title to the common property contained within that parcel of real property which is the subject of this Agreement, the sketch and legal description of which is attached hereto as Exhibit "A"; and

WHEREAS, CITY, its duly appointed officers, employees, and agents recognize that it has full power and jurisdiction to enforce all duly enacted laws of the nation, state, county and city, excluding those of traffic control and enforcement of same on private property of ASSOCIATION without an Agreement permitting same; and

WHEREAS, pursuant to Florida Statutes, Section 316.006, and any amendments thereto, ASSOCIATION wishes to have CITY exercise jurisdiction for traffic regulation and control over any private or limited access roads which are owned or maintained by ASSOCIATION upon the property;

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to each party and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Pursuant to Florida Statutes, Section 316.006, as may be amended from time to time, ASSOCIATION hereby grants to CITY and CITY hereby accepts from ASSOCIATION, municipal traffic control jurisdiction over all those certain private roads or limited access roads located at 4001 NW 11th PL which are more particularly identified in Exhibit "A," attached hereto and fully incorporated into this Agreement. The exercise of jurisdiction provided herein shall be in addition to jurisdictional authority presently exercised by the CITY under the law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority.

2. The CITY shall provide a minimum base level of traffic enforcement service on all those certain private or limited access roads located at 4001 NW 11th PL which are more particularly identified in Exhibit "A." This level of service shall be determined solely by the City of Lauderhill Chief of Police and shall be based upon the availability of police personnel.

3. In the event that this minimum base level of traffic enforcement proves to be insufficient to meet the needs of ASSOCIATION, ASSOCIATION may request, upon ninety (90) days written notice, an increased level of traffic enforcement service from the City of Lauderhill Chief of Police.

4. The City of Lauderhill Police Department shall, in its sole discretion, decide the hours and days of operation based upon information from the ASSOCIATION and the observations of the Police Department.

5. The ASSOCIATION shall pay to the CITY one dollar (\$1.00) per month to cover the actual costs to conduct traffic control and enforcement by the CITY.

6. The ASSOCIATION shall defend, indemnify and hold harmless the CITY, its agents, officers, officials and employees from and against any and all liabilities, claims, causes of action, demands, debts, costs, obligations or expenditures, including court costs and attorneys' fees, which may be made against or incurred by the CITY arising by reason of any negligent acts or omissions of the ASSOCIATION, its principals, agents, officers, directors, employees, volunteers, affiliates, owners, managers, or members (hereinafter collectively referred to as the "ASSOCIATION") in connection with this Agreement. If it becomes necessary for the CITY to defend any action seeking to impose any such liability for negligent acts or omissions of the ASSOCIATION, the ASSOCIATION, at the option of the CITY, will defend the CITY or pay all court costs and reasonable attorneys' fees incurred by the CITY in such defense, in addition to any other sums which the CITY may be called upon to pay by reason of the entry of a judgment or decree against the CITY in the litigation in which such claim is asserted.

7. The ASSOCIATION shall provide general liability insurance in the amount of \$100,000.00 and shall name the CITY as an additional insured under its policy.

8. This Agreement shall take effect upon execution and approval by the City Commission and the ASSOCIATION and shall continue in full force and effect until either rescinded or cancelled by either party.

9. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

10. This Agreement may only be modified in writing by mutual agreement of the parties.

11. ASSOCIATION, in further consideration for the above stated commitments of CITY, does hereby declare, establish, provide, give and grant to the CITY, its successors, administrators and assigns, a perpetual non-exclusive easement for the purpose of providing fire, police, health and sanitation and other public service personnel and vehicles, ingress and egress over and across the property.

The terms, covenants, conditions, grants and provisions of this easement may be extended, modified, abrogated, rescinded, or revoked in whole or in part only with the written consent of the

grantor and grantee and only by the appropriate instrument in writing, duly executed by both grantor and grantee and duly recorded in the public records of Broward County, Florida.

The easements herein granted shall be effective on the date hereof, and shall be binding upon all parties or persons claiming under them, and shall run with the title for the above described properties until abrogated, rescinded or revoked as aforesaid.

This instrument shall be binding upon, and shall inure for the benefit of the respective heirs, legal representatives, successors and assigns of the grantee and the grantor.

IN WITNESS WHEREOF, the parties have set their hands and seals for purposes herein expressed.

ASSOCIATION/PROPERTY OWNER:

Witness:

[Signature] #507
Print Name Karen Rolle #507

Witness:

Print Name _____

By:

[Signature]
Print Name: RENAE CAMERON

Title: PRESIDENT

Address: 4041 NW 1st ST, LAUDERHILL
FL, 33313

STATE OF FLORIDA:

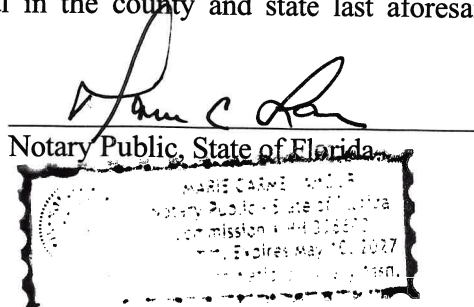
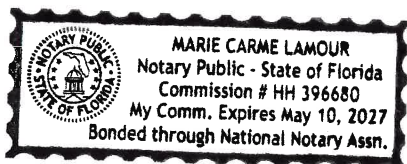
SS

COUNTY OF BROWARD:

I HEREBY CERTIFY that on this day in the county and state aforesaid, before me, an officer duly authorized and acting, Cameron, ? Vanessa, on behalf of the ASSOCIATION, did appear before me by ☒ physical presence OR ☐ by online notarization, to me known and known to me to be the person who signed the foregoing instrument for the uses and purposes mentioned therein; or who has produced Florida Driver License as identification.

WITNESS my hand and official seal in the county and state last aforesaid, this 15 day of July, 2025.

My Commission expires:



Witness:

Print Name Yolan Todd

CITY:

City of Lauderhill

By:

Print Name: Kennie Hobbs

Title: City Manager

Witness:

Print Name Bentley L. Dykes

Address: 5581 West Oakland Park Boulevard
Lauderhill, FL 33319

STATE OF FLORIDA:

SS

COUNTY OF BROWARD:

I HEREBY CERTIFY that on this day in the county and state aforesaid, before me, an officer duly authorized and acting, appeared KENNIE HOBBS, as City Manager acting on behalf of the CITY, by physical presence, to me known and known to me to be the person who signed the foregoing instrument for the uses and purposes mentioned therein, or who has produced _____ as identification.

WITNESS my hand and official seal in the county and state last aforesaid, this 17 day of July, 2025.

My Commission expires:



[Signature]
Notary Public, State of Florida

DEDICATION

STATE OF FLORIDA SS KNOW ALL MEN BY THESE PRESENTS: That CRICKET CLUB LAUDERDALE, LLC, a Florida limited liability company, owner of the lands described in and shown as including the plat, has caused said lands with the LAUDERDALE ESTATES (Plat Book 15, Page 45, B.C.R.) and A REVISED PLAT OF A PART OF LAUDERDALE ESTATES (Plat Book 12, Page 33, B.C.R.) and also PLAT SUBDIVISION NO. 3 (Plat Book 51, Page 39, B.C.R.) AND A PLAT OF A PORTION OF THE SOUTHEAST ONE-FOURTH (SE 1/4), OF SECTION 36, Township 49 South, Range 41 East, City of Lauderdale, Broward County, Florida (B.C.R. indicates Broward County Records).

The Additional Throughout Dedications shown are hereby dedicated to the public for road and road related purposes.

IN WITNESS WHEREOF, I hereunto set my hand in the City of Aventura, County of Miami-Dade, State of Florida, this 22nd day of JULY, 2015.

CRICKET CLUB LAUDERDALE, LLC, a Florida limited liability company

Officer: [Signature] Name of officer printed Alan Bennessa Title: Manager

Witness: [Signature] Name of witness printed ALAN BENNESSA

Witness: [Signature] Name of witness printed JANE WATKINS

ACKNOWLEDGMENT

STATE OF FLORIDA SS The foregoing instrument was acknowledged before me this 22nd day of JULY, 2015 by ALAN BENNESSA, being the Manager of CRICKET CLUB LAUDERDALE, LLC, a Florida limited liability company.

He is ☒ personally known to me or ☐ has produced _____, as identification, and ☒ did take an oath ☐ did not take an oath

NOTARY PUBLIC _____ STATE OF FLORIDA

My Commission # FE111333 Expires: 2/12/2017

Name of Notary printed JANE WATKINS

DEDICATION OF MORTGAGE HOLDER

STATE OF FLORIDA SS NEW WAVE LOANS RESIDENTIAL, LLC, a Delaware limited liability company, owner and holder of a SS mortgage on this property, recorded in Instrument Number 112661399, Broward County Records, and does hereby join in the dedications shown herein. IN WITNESS WHEREOF, I hereunto set my hand and affix the foregoing seal in the City of Miami, County of Miami-Dade, State of Florida, this 22nd day of JULY, 2015.

NEW WAVE LOANS RESIDENTIAL, LLC

Officer: [Signature] Name printed: Steve E. Seiden Title: Manager

Witness: [Signature] Name printed: ALAN CASE

Witness: [Signature] Name printed: JANE WATKINS

ACKNOWLEDGMENT

STATE OF FLORIDA SS The foregoing instrument was acknowledged before me this 22nd day of JULY, 2015 by STEVE SEIDEN, being the Manager of NEW WAVE LOANS RESIDENTIAL, LLC, a Delaware limited liability company on behalf of the Company.

He/She is ☒ personally known to me ☐ or has produced _____, as identification, and ☒ did take an oath ☐ did not take an oath

NOTARY PUBLIC _____ STATE OF FLORIDA

Name of Notary printed JANE WATKINS

"CRICKET CLUB"

A REPLAT OF A PORTION OF LAUDERDALE ESTATES (PLAT BOOK 15, PAGE 45, B.C.R.) AND A REVISED PLAT OF A PART OF LAUDERDALE ESTATES (PLAT BOOK 12, PAGE 33, B.C.R.) AND ALSO PLAT SUBDIVISION NO. 3 (PLAT BOOK 51, PAGE 39, B.C.R.) AND A PLAT OF A PORTION OF THE SOUTHEAST ONE-FOURTH (SE 1/4) OF SECTION 36, TOWNSHIP 49 SOUTH, RANGE 41 EAST, CITY OF LAUDERDALE, BROWARD COUNTY, FLORIDA, MARCH, 2015

PREPARED BY: MCLAUGHLIN ENGINEERING CO., 400 N.E. 3rd AVENUE, FORT LAUDERDALE, FLORIDA 33301 TEL: (954) 763-7811 FAX: (954) 763-7815 SURVEY FILE NO. 06-3-027 MCL JOB NO. V-0085

CITY OF LAUDERDALE, BROWARD COUNTY, FLORIDA

RESUBMITTED WITH OUR COMMENTS DATED 6-2-15

COUNTY OF BROWARD COMMENTS DATED 6-30-15

CITY COMMISSION THE CITY OF LAUDERDALE, FLORIDA, in and by Ordinance adopted by the said City Commission on this 23rd day of March, 2015.

No building permits shall be issued for the construction, expansion, and/or conversion of a building within this plat until such time as the developer provides the municipality with written confirmation from Broward County that all potential impact fees have been paid or are not due.

IN WITNESS WHEREOF: The said City Commission has caused these presents to be signed by its Mayor and attested by its City Clerk this 18th day of July, 2015.

Attest: [Signature] Andrea M. Anderson, MMC, City Clerk

By: [Signature] Richard J. Kaslon, Mayor

PLANNING AND ZONING DIRECTOR:

This Plat is entered by the City Planning this 20th day of July, 2015.

By: [Signature] Stephen Jones, City Planner

CITY ENGINEER:

This plat is approved and accepted for record this 16th day of July, 2015.

By: [Signature] J. Martin Cole, City Engineer, Florida P.E. Registration No. 62015

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

This plat is approved and accepted for record this 3rd day of February, 2016

By: [Signature] Director / Designee

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

This plat has been reviewed for conformity with Chapter 177, Part 1, Florida Statutes. This plat has been approved and accepted for record.

By: [Signature] Robert P. Lago, Jr.

Professional Engineer, Florida Registration Number: 4030

By: [Signature] Richard Tarnese

Professional Engineer, Florida Registration Number: 40263

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY: That the Broward County Planning Council approved this plat subject to its compliance with dedication of right-of-way for trafficways this 23rd day of August, 2015. By: [Signature] Chairperson This plat complies with the provisions of Chapter 177, Florida Statutes, and was accepted for record by the Board of County Commissioners of Broward County, Florida, this 17th day of August, 2015. ATTEST: BERTHA HENRY - COUNTY ADMINISTRATOR

By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

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By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

By: [Signature] Deputy

SURVEYOR'S NOTES:

NOTICE: This plot, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstance be superseded in authority by any other recording. This plot may be recorded in any form, including but not limited to, a graphic or digital form of the plot. There may be additional restrictions that are not recorded on this plot that may be found in the public records of Broward County, Florida.

It is the intent of this plot to vacate, release and abandon those certain underlying flood rights-of-way and Utility Easements as shown on PLAT BOOK SJB014530N NO. 3, recorded in Plot Book 51, Page 39, Broward County Records.

Grid Bearings and State Plane Coordinates, as shown herein, are based on the North American Datum of 1927 coordinate values, as shown on the "STONER/KEITH RESURVEY NO. 11" OF TOWNSHIP 50 SOUTH, RANGE 41 EAST," as recorded in Miscellaneous Plat Book 5, Page 9, Broward County Records, and as transformed to the North American Datum of 1983 with the 1990 adjustment and reference the West right-of-way line of State Road #7 (U.S. #441) as South 01°25'11" East, as field monumented and shown herein.

If a building permit for a principal building (excluding dry masonry, sales and construction offices) and first inspection approval are not issued by **SEPTEMBER 17, 2020**, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding of adequacy. The finding satisfies the adequacy requirements set forth within the Broward County Land Use Management Code. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity documenting compliance with this requirement within the above referenced time frame.

and/or If construction of project water lines, sewer lines, drainage and the rock base for internal roads have not been substantially completed by **SEPTEMBER 17, 2020**, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting

THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION(28), FLORIDA STATUTES.

any electric, telephone, gas, or other public utility in the event a cable television company encroaches the facilities of a public utility, it shall be solely responsible for the damages. This note does not apply to private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.

PLAY RESTRICTION:

WTS.

This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of County Commissioners. The violation and any amendments thereto are solely indicating the approved development level for property located within the plot and do not operate as a restriction in favor of the property owner, including an owner or owners of property within this plot who look little to the property with reference to this plot.

LEGAL DESCRIPTION:

tion of the South 68.12 feet at the North one-half (N $\frac{1}{2}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Township 36, Tornado 40, Range 41 East; Portions of lots 2, Block 1, Lot 1 through 11, Block 1, and portions of Georgia Street and Miami Street, LAUDERDALE ESTATES, according to Plat thereof, as recorded in Plat Book 15, Page 43, of the Public Records of Broward County, Florida; a portion of the South 68.12 feet at the North one-half (N $\frac{1}{2}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Township 36, Tornado 40, Range 41 East; PORTION PLAT OF A PART OF LAUDERDALE ESTATES, according to the Plat thereof, as recorded in Plat Book 15, Page 43 of said Public Records; lots 2 through 11, inclusive, Block 1 and lot 30, of said Public Records; lots 2 through 11, inclusive, Block 1 and lot 30, of said Public Records, described as follows:

length of the Southwest corner of said Lot 11, Block 10, "LAUDERDALE ESTATES," thence North 01°26'11" West, along the West boundary of said Lot 11, a distance of 100.00 feet; thence North 88°33'49" East, along the West boundary of said Lot 11 and 10, a distance of 55.73 feet; thence North 01°26'11" West, along the West line of the vacated parcels of Georgia Street, vacated by City of Lauderdale Reclamation No. 3-1-49 recorded in O.R. Book 18239, Page 489 and also vacated by County Reclamation No. 3-1-49 recorded in O.R. Book 17920, Page 6, a distance of 50.00 feet to the Southwest corner of Lot 15, Block 26, of said Lot 3203310000, Page 8; thence North of 55°34'31" West, along the West boundary of Lot 15, Block 26, of said Lot 3203310000, Page 8, a distance of 10.00 feet to the Southwest corner of said Lot 15, Block 26, of said Lot 3203310000, Page 8.

[illegible]

1. The East and the Eastley Extension thereof, a distance of 68.49 feet; thence South 01°28'00" West, a distance of 174.91 feet; thence South 88°26'13" West, a distance of 53.12 feet; thence South 24°32'17" West, a distance of 55.07 feet; thence South 45°11'49" West, a distance of 70.29 feet; thence South 70°29'38" West, a distance of 162.80 feet; thence South 01°28'11" West, a distance of 34.50 feet; thence South 88°33'49" West, a distance of 146.00 feet to the Point of Beginning. The last line (5) described courses being coincident with the West Right-of-Way of State Road 7 and the Eastley Extension thereof.

... on the right-of-way map for Santa Boulevard
of State Road 7 Interchanges, Section 85110-2510, Sheet 3 & 4, last revised August 5, 1998.
... and land actually lying and being in the City of Lauderdale, Broward County, Florida and containing 430,791
... acres less or 10.3487 acres more or less.

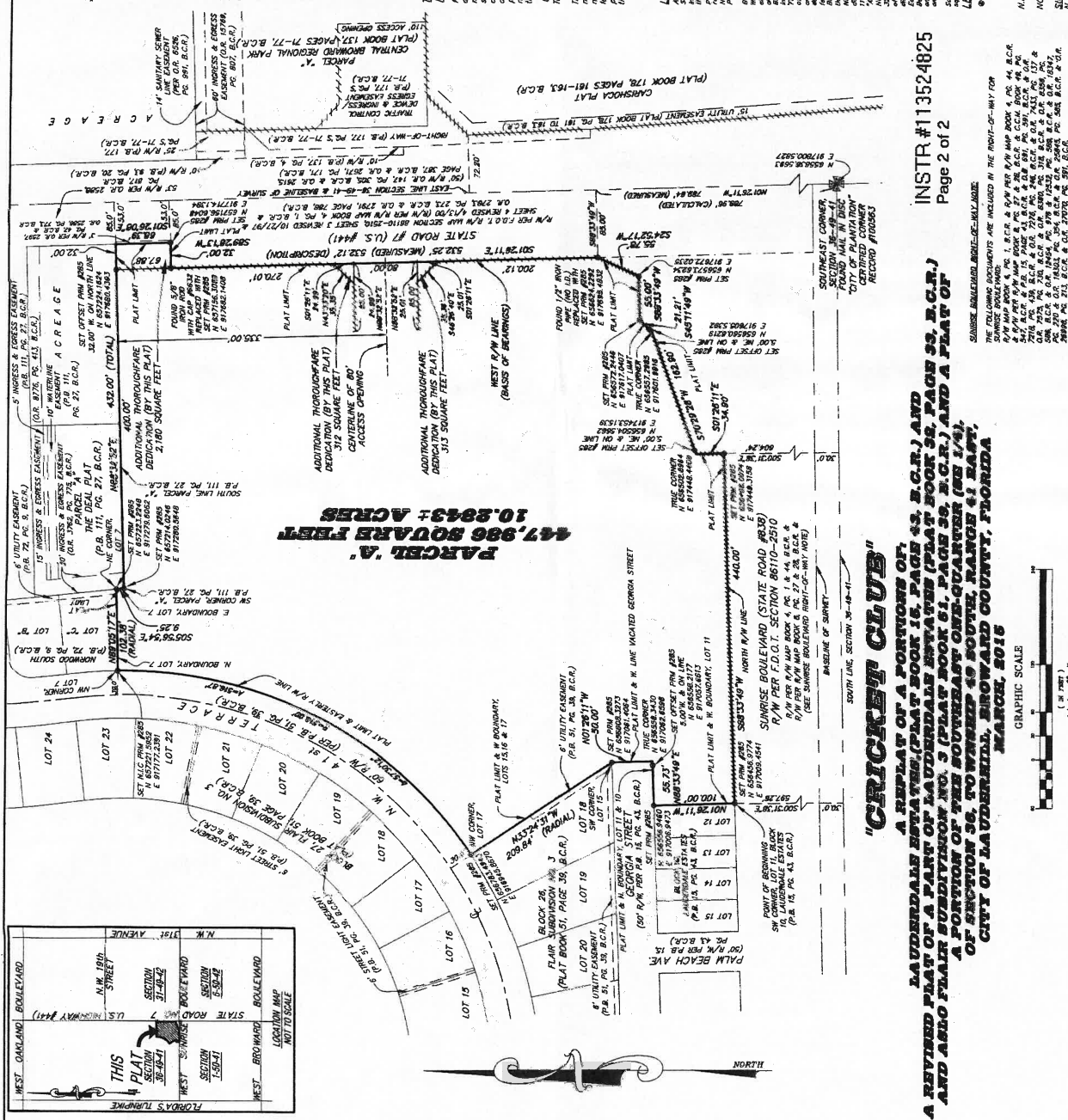
LEGEND:

P.R.M. ... Indicates Permanent Reference
Intersected 1/4", 3/4", 1" & 2"

L.B. — indicates Licensed Business Number
monument 17 brass disk stamped
"McLaughlin Eng. Co. — L.B. 285"
P.B. — indicates Plat Book & Page
B.C.R. — indicates Broward County Records
C.C.M. — indicates County Clerk Master
C. — indicates centerline of Right-of-way
O.R. — indicates Official Record, Page

7 Mcl. JOB NO. V-0065 020-MP-15
 ***** - Indicates Non-Vehicular Access Line
 ***** - Indicates Right-of-Way

52193



7 McL JOB NO. V-0065 020-MP-15

TEL. (954) 763-7611 FAX (954) 763-7615 SURVEY FILE NO. 06-3

PREPARED BY: McLAUGHLIN ENGINEERING CO. 400 N.E. 3rd AVENUE FORT LAUDERDALE FLORIDA 33301

52193