

AGREEMENT
FOR TRAFFIC CONTROL ON PRIVATE ROADS

THIS AGREEMENT is entered into by and between THE COTTAGES AT STONEY CREEK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association"), NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the NASSAU COUNTY SHERIFF'S OFFICE, (hereinafter referred to as the "Sheriff").

WITNESSETH:

WHEREAS, the Association controls all the private roadways (hereinafter referred to collectively as the "Stoney Creek Roadways") within the gated condominium community known as The Cottages at Stoney Creek, A Condominium, more particularly described in Exhibit "A" attached hereto and by reference incorporated herein; and

WHEREAS, pursuant to state statute, the County does not have traffic control jurisdiction over private roads such as those controlled by the Association; and

WHEREAS, Florida Statutes section 316.006(3)(b) provides that a county may exercise jurisdiction over any private roads if the county and the party owning such roads provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Florida Statutes section 316.006(3)(b) further provides that prior to entering into an agreement for traffic control jurisdiction over private roads the governing board shall consult with the sheriff; and

WHEREAS, the Association wants the County to exercise traffic control jurisdiction over

the Stoney Creek Roadways; and

WHEREAS, pursuant to consultations between the parties and the Sheriff of Nassau County, Florida (hereinafter referred to as the "Sheriff"), the County and the Sheriff are willing to exercise traffic control jurisdiction upon the Stoney Creek Roadways; and

WHEREAS, pursuant to Florida Statutes section 30.2905, the Sheriff operates a secondary employment program; and

WHEREAS, Florida Statutes section 316.006(3)(b)(2) provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county; and

WHEREAS, the Sheriff has waived the above provision as evidenced by Exhibit "B" attached hereto and by reference incorporated herein.

NOW, THEREFORE, in consideration of the covenants and conditions herein, the County and the Association hereby agree as follows:

1. *Recitals.* The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.
2. *Jurisdiction.* The County agrees to exercise jurisdiction over traffic control upon the Stoney Creek Roadways pursuant to the terms and conditions expressed in Florida Statutes section 316.006(3)(b), including without limitation enforcement of multiparty stop signs pursuant to Florida Statutes sections 316.006(3)(b)4. and 316.123, and also subject to the following terms and conditions:
 - i. The Association shall obtain traffic enforcement exclusively by employing deputies through the Sheriff's Secondary Employment Program. The employment of deputies

through the Sheriff's Secondary Employment Program is expressly subject to all policies and agency directives then established by Sheriff, and expressly subject to the availability of deputies participating in the Sheriff's Secondary Employment Program. The compensation of deputies so employed shall be negotiated separately.

ii. Notwithstanding the foregoing, and in addition to any traffic enforcement the Association schedules through the Sheriff's Secondary Employment Program, if a deputy responding to any non-traffic enforcement issue witnesses a traffic violation on Stoney Creek Roadways, he or she may take appropriate enforcement action having jurisdiction pursuant to this agreement.

iii. If a resident of The Cottages at Stoney Creek wishes to make a traffic complaint, or to request a traffic enforcement detail, he or she shall contact the Association for further action. If a resident contacts the Sheriff directly with such a complaint or request, he or she shall be directed to the Association.

3. *Signage.* The Association shall establish the speed limit for the Stoney Creek Roadways and shall be responsible for posting the speed limit by appropriate, Department of Transportation-approved signage along said roads. The Association may, at its option, install multiparty stop signs if it determines that such signage will enhance traffic safety. Such signs, if any, must conform to the manual and specifications of the Department of Transportation. The Association shall provide a signed and sealed engineer certification in a form acceptable to the Sheriff and Nassau County that the signing, marking and speed limit establishment conform to the Manual On Uniform Traffic Control Devices, and the requirements of the Florida Department of Transportation (FDOT) and Chapter 316, Florida Statutes.

4. *Authority in Addition to Existing Authority.* The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by the County over the Stoney Creek Roadways and nothing herein shall be construed to limit or remove such authority. The County agrees to continue to provide such police and fire services as are required by law.

5. *County to Retain Revenues.* All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Stoney Creek Roadways shall be apportioned in the manner set forth in the applicable statutes.

6. *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 County or the Sheriff than that which the County and the Sheriff would ordinarily be subject to when providing its normal police services. Nothing contained herein shall constitute a waiver by either Sheriff or County of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.

7. *Indemnification.* To the fullest extent permitted by law, the Association shall indemnify, defend, and hold the County and the Sheriff harmless from any loss, cost, damage or expense, including court costs and attorney fees, arising out of or resulting from this agreement, the maintenance, repair or reconstruction of any roads, road drainage, signage, or the negligence or misconduct of the Association. To ensure its ability to fulfill its obligation under this paragraph, the Association shall maintain General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000) and shall file with the County current certificates of the required insurance. Such insurance shall be issued by companies authorized to do business

under the laws of the State of Florida and acceptable to the County.

8. *Road Maintenance.* Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Stoney Creek Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within The Cottages at Stoney Creek shall at all times be solely and exclusively the responsibility of the Association.

9. *Term.* The term of this agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this agreement shall thereafter automatically continue for successive one year terms unless terminated by any party by thirty (30) days written notice to the other party. Nothing contained in this paragraph shall limit the right of any party to terminate this agreement as outlined in paragraph 10 herein. The provisions of paragraph 8 shall survive the termination of this agreement.

10. *Termination.* Should the Sheriff change, modify or abolish the Secondary Enforcement Program causing this agreement to be impossible to perform, or should the Sheriff determine in the Sheriff's sole discretion that this agreement should be terminated, the Sheriff shall notify the County and Association of same and this agreement shall be terminated upon 30 days written notice of termination under this paragraph. Similarly, the County and Association may terminate this agreement, for any reason, without any cause or breach, upon 30 days written notice to the other parties.

11. *Entire Agreement.* This agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner,

with approval by the Board of County Commissioners.

12. *Notice.* All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to the Association: The Cottages at Stoney Creek
 Condominium Association, Inc.
 c/o Joshua K. Martin, Attorney
 960185 Gateway Boulevard, Suite 104
 Amelia Island, Florida 32034

As to the County: Nassau County Attorney
 96135 Nassau Place, Suite 6
 Yulee, Florida 32097

As to the Sheriff: Bill Leeper
 Sheriff, Nassau County, Florida
 76001 Bobby Moore Circle
 Yulee, Florida 32097

13. *Savings Clause.* The parties agree that to the extent any of the written terms of this agreement including the indemnification provisions set forth in paragraph 7 conflict with any provisions of Florida law or statutes, the written terms of this agreement shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this agreement shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: [Signature]
Barry V. Holloway, Chairman

Attest:

[Signature]
John A. Crawford, Ex-Officio Clerk

MES
10-01-14

Approved as to form:

[Signature]
David A. Hallman, Nassau County Attorney

THE COTTAGES AT STONEY CREEK
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Campbell Fisher, Its President

Attest:

[Signature]
Its Secretary

NASSAU COUNTY SHERIFF'S OFFICE

[Signature]
Bill Leeper
Sheriff, Nassau County, Florida

Date: 9-30-14

For the use and reliance of Bill Leeper, Sheriff, Nassau County, Florida, only approval as to form and legal sufficiency:

[Signature]
Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

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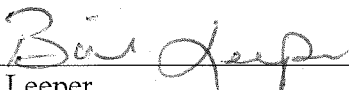
EXHIBIT A: LEGAL DESCRIPTION

A portion of Sections 25 and 26, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Tract "G" as shown on the plat of Flora Parke Unit 2-A, as recorded in Plat Book 6, Pages 239, 240 and 241 of the Public Records of said County; thence North $02^{\circ}03'59''$ West, along the Easterly boundary of said Flora Parke Unit 2-A, a distance of 1179.80 feet to a point; thence North $72^{\circ}46'59''$ West, a distance of 719.14 feet to a point, said point also being situate on the East line of Flora Parke (Plat Book 6, Page 37); thence North $17^{\circ}13'01''$ East, along said East line, a distance of 538.99 feet to a non-tangent point of a curve concave Northeasterly, and having a radius of 168.00 feet; thence along and around the arc of said curve, through a central angle of $20^{\circ}50'26''$, an arc distance of 61.11 feet, and subtended by a chord bearing of South $62^{\circ}21'45''$ East, and a chord distance of 60.77 feet; thence South $72^{\circ}46'59''$ East, a distance of 630.39 feet to a point of curve concave Northeasterly and having a radius of 441.98 feet; thence along and around the arc of said curve, through a central angle of $11^{\circ}32'43''$, an arc distance of 89.06 feet and subtended by a chord bearing of South $78^{\circ}33'20''$ East and a chord distance of 88.91 feet to a point; thence South $03^{\circ}29'14''$ West, a distance of 464.67 feet to a point; thence South $16^{\circ}35'54''$ East, a distance of 832.91 feet to a point, said point also being situate on the North line of Section 26; thence North $89^{\circ}54'24''$ East, along last said line, 529.22 feet to the Southwest corner of those certain lands recorded in Official Records Book 1181, Page 1580 of said Public Records; thence North $00^{\circ}07'36''$ West along the West line of said last mentioned lands, 60.00 feet to the Northwest corner thereof; thence North $89^{\circ}52'24''$ East, along the North line of said lands, 361.69 feet to a point lying on the Easterly line of those certain lands described in Official Records Book 516, Page 1028 of said Public Records; thence South $16^{\circ}06'15''$ East, along last said line, 62.41 feet to the Southeast corner thereof, said point lying on said Southerly line of Section 25, said point also lying on the Northerly boundary line of Beachway At Nassau Lakes Unit 1-A, as recorded in Plat Book 6, Pages 199 and 200 of said Public Records; thence South $89^{\circ}52'24''$ West, along last said line and along the Southerly line of said Section 25, a distance of 233.99 feet to the Northwest corner of said plat of Beachway At Nassau Lakes Unit 1-A; thence South $18^{\circ}06'55''$ East, along the Westerly boundary of said last mentioned plat and its Southerly prolongation thereof, a distance of 3349.59 feet; thence North $86^{\circ}59'55''$ West, a distance of 335.92 feet to a point; thence South $00^{\circ}00'05''$ West, a distance of 273.62 feet to a point; thence South $37^{\circ}00'05''$ West, a distance of 354.32 feet to a point; thence South $53^{\circ}00'05''$ West, a distance of 813.04 feet to a point; thence South $88^{\circ}55'55''$ West, a distance of 159.38 feet to a point; thence North $11^{\circ}33'11''$ East, a distance of 1152.40 feet to a point; thence North $02^{\circ}03'59''$ West, a distance of 975.00 feet to a point; thence North $56^{\circ}15'25''$ West, a distance of 1080.00 feet to a point; thence North $02^{\circ}03'59''$ West, a distance of 1098.44 feet to the POINT OF BEGINNING.

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EXHIBIT B: WAIVER

I, Bill Leeper, Sherriff of Nassau County, Florida, a Constitutional Officer of the State of Florida, do hereby, in accordance with Florida Statutes section 316.006, waive the right to preclude this agreement from taking effect prior to October 1, beginning of the county fiscal year. In so doing, I, as Sheriff, hereby consent to this agreement attached hereto, having full force and effect upon execution by the parties.



Bill Leeper
Sheriff, Nassau County, Florida

9-30-14

Date