

**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS  
BETWEEN  
AMELIA WALK HOMEOWNERS ASSOCIATION, INC.,  
NASSAU COUNTY, FLORIDA, AND  
THE NASSAU COUNTY SHERIFF'S OFFICE**

**THIS AGREEMENT FOR JURISDICTION ON PRIVATE ROADS** (herein "Agreement") is entered into by and between the **AMELIA WALK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Amelia Walk" or "Association"), **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the **NASSAU COUNTY SHERIFF'S OFFICE**, (hereinafter referred to as "Sheriff").

**WITNESSETH:**

**WHEREAS**, the Association controls all the private roadways (hereinafter referred to collectively as the "Amelia Walk Roadways") 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**, Section 316.006(3)(b), Florida Statutes 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**, Section 316.006(3)(b), Florida Statutes 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 Amelia Walk Roadways; and

CS-17-240

**WHEREAS**, pursuant to consultations between the parties, the County and the Sheriff are willing to exercise traffic control jurisdiction upon the Amelia Walk Roadways; and

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

**WHEREAS**, Section 316.006(3)(2) provides *inter alia* that no such agreement shall take effect prior to “October 1<sup>st</sup> of the current year” 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 to this Agreement and incorporated by reference into this Agreement;

**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 Amelia Walk Roadways, pursuant to the terms and conditions expressed in Section 316.006(3)(b), Florida Statutes, including without limitation enforcement of multi-party stop signs, pursuant to Sections 316.006(3)(b)4 and 316.123, Florida Statutes, and also subject to the following 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 the Sheriff, and expressly subject to the availability of deputies participating in the Sheriffs Secondary Employment Program. The

compensation of deputies so employed shall be negotiated separately through the Secondary Employment Program.

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 Amelia Walk Roadways, he or she may take appropriate enforcement action having jurisdiction, pursuant to this Agreement.

iii. If a resident of the Amelia Walk Homeowners Association 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 Amelia Walk Roadways and shall be responsible for posting the speed limit by appropriate Department of Transportation approved signage along said roads.

At its option, the Association may install multi-party 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 signage, 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**

Pursuant to this Agreement, the County's exercise of traffic control jurisdiction shall be in addition to the authority presently exercised by the County and/or Sheriff over the Amelia Walk 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 otherwise 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 Amelia Walk Roadways shall be apportioned in the manner set forth in the applicable *Florida 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, or their agents, employees, or designees respectively of their 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 (\$1,000,000.00) 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 Amelia Walk Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within the Amelia Walk Homeowners Association shall at all times be solely and exclusively the responsibility of the Association.

9. **Term**

The term of this Agreement shall be for one (1) year, commencing on the date of the execution by the last of the parties signing hereto. This Agreement shall thereafter automatically continue for successive one (1) year terms unless terminated by any party by giving thirty (30) days written notice to the other parties. Nothing contained in this paragraph shall limit the right of any party to terminate this Agreement, at any time and for any reason, as outlined further 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 thirty (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 thirty (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 Nassau County 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:**

**Amelia Walk Homeowners Association, Inc.**  
c/o Evergreen Lifestyles Management  
Attn: Jennifer Erickson, LCAM  
10401 Deerwood Park Blvd., Suite 2130  
Jacksonville, FL 32256

**As to the County:**

**Mike Mullin, Esquire**  
Nassau County Attorney  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

**As to the Sheriff:**

**Bill Leeper, Sheriff**  
Nassau County Sheriff's Office  
77151 Citizens Circle  
Yulee, FL 32097

**13. Savings Clause**

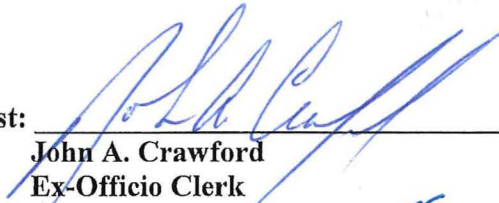
The parties agree that to the extent any of the written terms of this Agreement, including the indemnification provisions set forth in Paragraph 7, conflict with any provisions of Florida law or statutes, the written terms of this Agreement shall be deemed by any court of competent jurisdiction to be 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.

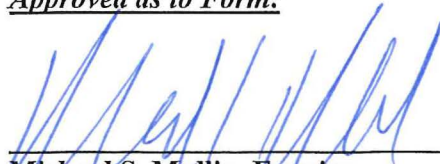
**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

Dated: 6-11-18

By:   
Pat Edwards, Chairman

Attest:   
John A. Crawford  
Ex-Officio Clerk

**Approved as to Form:**

  
Michael S. Mullin, Esquire  
Nassau County Attorney


MES  
06-12-18

AMELIA WALK HOMEOWNERS  
ASSOCIATION, INC.

Dated: 4-30-2018

By:   
Mike Taylor

Its: President

  
Jennifer Erickson, Manager  
Evergreen Lifestyles Management

NASSAU COUNTY SHERIFF'S OFFICE

Dated: 5-15-18

  
Bill Leeper  
Sheriff, Nassau County, Florida

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


  
Bobby Lippelman  
General Counsel  
Nassau County Sheriff's Office

EXHIBIT "A"

## (HAMPTON LAKES LANDS)

LEGAL DESCRIPTION OF A PORTION OF SECTIONS 12, 13, 24, 39, AND 40, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTIONS 12, 13, 24, 39, AND 40, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 24 AND RUN SOUTH 88°-27'-11" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 24, A DISTANCE OF 2138 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY EDGE OF MARSH OF LOFTON CREEK; RUN THENCE IN GENERALLY A NORTHWESTERLY DIRECTION ALONG THE MEANDERINGS OF SAID NORTHEASTERLY EDGE OF MARSH OF LOFTON CREEK, THE SAME BEING THE SOUTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF RAYLAND, LLC (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 579, PAGE 407), A DISTANCE OF 5,475 FEET, MORE OR LESS, TO A POINT THAT BEARS NORTH 18°-00'-00" EAST, A DISTANCE OF 40 FEET, MORE OR LESS, FROM A 1/2 INCH PIPE FOUND; RUN THENCE NORTH 18°-00'-00" EAST TO AND ALONG THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF NORTH HAMPTON, LLC (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 967, PAGE 522), A DISTANCE OF ±1004 FEET, MORE OR LESS, TO A POINT; RUN THENCE NORTH 40°-00'-00" EAST ALONG THE SOUTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1650.02 FEET TO A POINT; RUN THENCE NORTH 15°-00'-12" EAST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1460.22 FEET TO A POINT; RUN THENCE NORTH 28°-01'-01" WEST ALONG THE NORTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 2498.71 FEET TO A POINT; RUN THENCE NORTH 04°-00'-00" WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, TO AND ALONG THE EASTERLY LINE OF TRACT 10, NORTH HAMPTON ~ PHASE ONE (ACCORDING TO PLAT RECORDED IN PLAT BOOK 6, PAGE 215 OF THE PUBLIC RECORDS OF SAID COUNTY), A DISTANCE OF 1681.71 FEET TO A POINT ON THE NORTH ON THE SOUTHERLY LINE OF PARCEL 2 OF SAID NORTH HAMPTON PHASE ~ ONE; RUN THENCE NORTH 87°-43'-05" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, TO AND ALONG A SOUTHERLY LINE OF THE AFOREMENTIONED LANDS OF NORTH HAMPTON, LLC, A DISTANCE OF 2478.42 FEET TO A POINT ON THE WESTERLY LINE OF A 150-FOOT WIDE EASEMENT (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 933, PAGE 803); RUN THENCE SOUTH 03°-27'-00" EAST ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 489.40 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY LINE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 5579.58 FEET, A CHORD DISTANCE OF 141.20 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 02°-43'-30" EAST; RUN THENCE SOUTH 02°-00'-00" EAST ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF



1881.51 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 1104.93 FEET, A CHORD DISTANCE OF 415.86 FEET TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED SECTION 13, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 12°-50'-48" EAST; RUN THENCE SOUTH 01°-14'-16" EAST ALONG LAST MENTIONED SECTION LINE, A DISTANCE OF 3420.44 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 24; RUN THENCE SOUTH 01°-33'-59" EAST ALONG THE EASTERLY OF SAID SECTION 24, A DISTANCE OF 5320.31 FEET TO SOUTHEAST CORNER THEREOF FOR THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 673 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN.

EXHIBIT "B"

**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS**

**AMELIA WALK HOMEOWNERS ASSOCIATION, INC.**

WAIVER

I, **Bill Leeper, Sheriff of Nassau County, Florida**, a Constitutional Officer of the State of Florida, do hereby, in accordance with Section 316.006, Florida Statutes, hereby waive the right to preclude this Agreement from taking effect prior to October 1, the beginning of the County's Fiscal Year.

As Sheriff, I hereby consent to the Agreement for Jurisdiction on Private Roads attached hereto, having full force and effect upon execution by the parties.

Dated this 15 day of May, 2018.

**NASSAU COUNTY SHERIFF'S OFFICE**

  
\_\_\_\_\_  
**Bill Leeper**  
**Sheriff, Nassau County, Florida**