

**AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS
BETWEEN OCEAN VILLAGE AT SUMMER BEACH COMMUNITY
ASSOCIATION, NASSAU COUNTY, FLORIDA, AND
THE NASSAU COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is entered into by and between the **OCEAN VILLAGE AT SUMMER BEACH COMMUNITY ASSOCIATION, INC**, a Florida not-for-profit corporation (hereinafter referred to as "Ocean Village" 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 "**Ocean Village Roadways**") within a gated condominium community 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 Ocean Village Roadways, and;

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

WHEREAS, pursuant to Section 30.2905, 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 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 referenced 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 Ocean Village 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 Sheriff's 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 Ocean Village Roadways, he or she may take appropriate enforcement action having jurisdiction, pursuant to this Agreement.

iii. If a resident of the Ocean Village Community 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 Ocean Village 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 Ocean Village 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 Ocean Village 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 Ocean Village Roadways. The maintenance, repair, construction, and/or reconstruction of

all roads, drainage, and signage within the Ocean Village Community 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: **Ocean Village at Summer Beach
Community Association, Inc.**
c/o Property Management Systems, Inc.
Attn: Andrew Street
Post Office Box 1987
Yulee, FL 32041-1987

As to the County: **Michael S. Mullin, Esq.**
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097

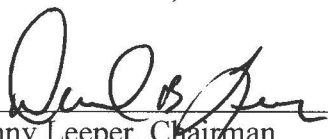
As to the Sheriff **Bill Leeper**
Sheriff, Nassau County, Florida
77151 Citizens Circle
Yulee, FL 32097

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.

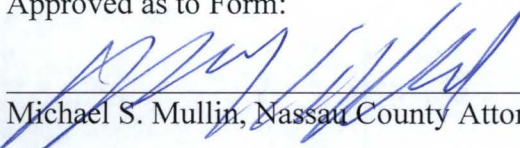
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

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


By: 

Danny Leeper, Chairman

Dated: **November 13**, 2017

Approved as to Form:


Michael S. Mullin, Nassau County Attorney

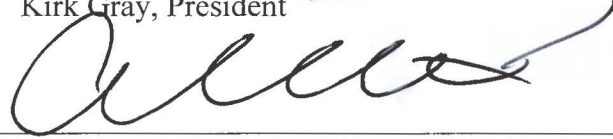
Attest: 
John A. Crawford
Ex-Officio Clerk

MES
11-14-17


OCEAN VILLAGE AT SUMMER BEACH COMMUNITY ASSOCIATION, INC.

By: 
Kirk Gray, President

Dated: 8-14, 2017


Andrew Street
Ocean Village Community Association Manager

NASSAU COUNTY SHERIFF'S OFFICE


Bill Leeper
Sheriff, Nassau County, Florida

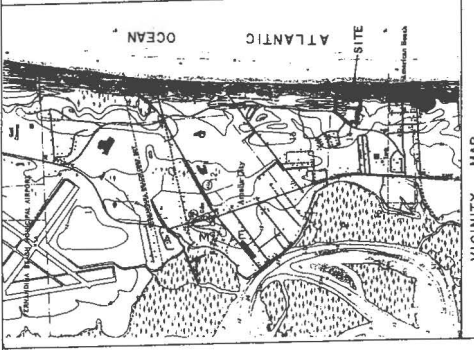
Dated: 8-8, 2017

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

OCEAN VILLAGE UNIT ONE

A PART OF SECTION 14 AND A PART OF THE SUBDIVISION OF SECTION 15 AS RECORDED IN PLAT BOOK Y, PAGE 128 OF THE PUBLIC RECORDS, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.



VICINITY MAP NOT TO SCALE

CLERK'S CERTIFICATE THIS IS TO CERTIFY THAT THIS PLAY HAS BEEN APPROVED BY THE NASSAU COUNTY BOARD AND RECORDED IN PLAT BOOK Y, PAGE 128 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS 29th DAY OF JANUARY, A.D., 1974.

CLERK OF THE CIRCUIT COURT Cheryl A. Delmonico, J.C.

CERTIFICATE OF APPROVAL COUNTY ATTORNEY THIS IS TO CERTIFY THAT THE ABOVE PLAY HAS BEEN EXAMINED AND APPROVED BY ME ON THE 29th DAY OF JANUARY, A.D., 1974.

CERTIFICATE OF APPROVAL BY COUNTY COMMISSIONERS THIS IS TO CERTIFY THAT THE ABOVE PLAY HAS BEEN EXAMINED AND APPROVED BY THE COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, THIS 29th DAY OF JANUARY, A.D., 1974.

CERTIFICATE OF APPROVAL BY COUNTY ENGINEERS THIS IS TO CERTIFY THAT THE ABOVE PLAY HAS BEEN EXAMINED AND APPROVED BY ME ON THE 29th DAY OF JANUARY, A.D., 1974.

CERTIFICATE OF APPROVAL BY ENGINE ADMINISTRATOR THIS IS TO CERTIFY THAT THE ABOVE PLAY HAS BEEN EXAMINED AND APPROVED BY ME ON THE 29th DAY OF JANUARY, A.D., 1974.

CERTIFICATE OF APPROVAL BY BARBAD COUNTY DEPARTMENT OF PUBLIC SAFETY THIS IS TO CERTIFY THAT THE ABOVE PLAY HAS BEEN EXAMINED AND APPROVED BY ME ON THE 29th DAY OF JANUARY, A.D., 1974.

CERTIFICATE OF APPROVAL BY BARBAD COUNTY DEPARTMENT OF PUBLIC SAFETY THIS IS TO CERTIFY THAT THE ABOVE PLAY HAS BEEN EXAMINED AND APPROVED BY ME ON THE 29th DAY OF JANUARY, A.D., 1974.

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CERTIFICATE OF APPROVAL BY BARBAD COUNTY DEPARTMENT OF PUBLIC SAFETY THIS IS TO CERTIFY THAT THE ABOVE PLAY HAS BEEN EXAMINED AND APPROVED BY ME ON THE 29th DAY OF JANUARY, A.D., 1974.

CLERK A PART OF SECTION 14, TOWNSHIP NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY SHOWN AS PLAT BOOK Y, PAGE 128 OF THE PUBLIC RECORDS, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. THE FOLLOWING CERTIFICATE OF APPROVAL IS HEREBY MADE BY THE BOARD OF NASSAU COUNTY, FLORIDA, THIS 29th DAY OF JANUARY, A.D., 1974.

ADDITIONAL AND MODIFICATION THE BOARD OF NASSAU COUNTY, FLORIDA, HAS REVIEWED THE MATTER AND HAS DEEMED IT TO BE IN THE BEST INTERESTS OF THE COUNTY TO APPROVE THE MATTER AS SHOWN ON THE ATTACHED PLANS AND SPECIFICATIONS.

PLAT BOOK Y, PAGE 128 OF THE PUBLIC RECORDS, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. THE FOLLOWING CERTIFICATE OF APPROVAL IS HEREBY MADE BY THE BOARD OF NASSAU COUNTY, FLORIDA, THIS 29th DAY OF JANUARY, A.D., 1974.

STATE OF DELAWARE COUNTY OF Delaware THE FOLLOWING CERTIFICATE OF APPROVAL IS HEREBY MADE BY THE BOARD OF NASSAU COUNTY, FLORIDA, THIS 29th DAY OF JANUARY, A.D., 1974.

STATE OF DELAWARE COUNTY OF Delaware THE FOLLOWING CERTIFICATE OF APPROVAL IS HEREBY MADE BY THE BOARD OF NASSAU COUNTY, FLORIDA, THIS 29th DAY OF JANUARY, A.D., 1974.

STATE OF FLORIDA COUNTY OF BARBAD THE FOLLOWING CERTIFICATE OF APPROVAL IS HEREBY MADE BY THE BOARD OF NASSAU COUNTY, FLORIDA, THIS 29th DAY OF JANUARY, A.D., 1974.

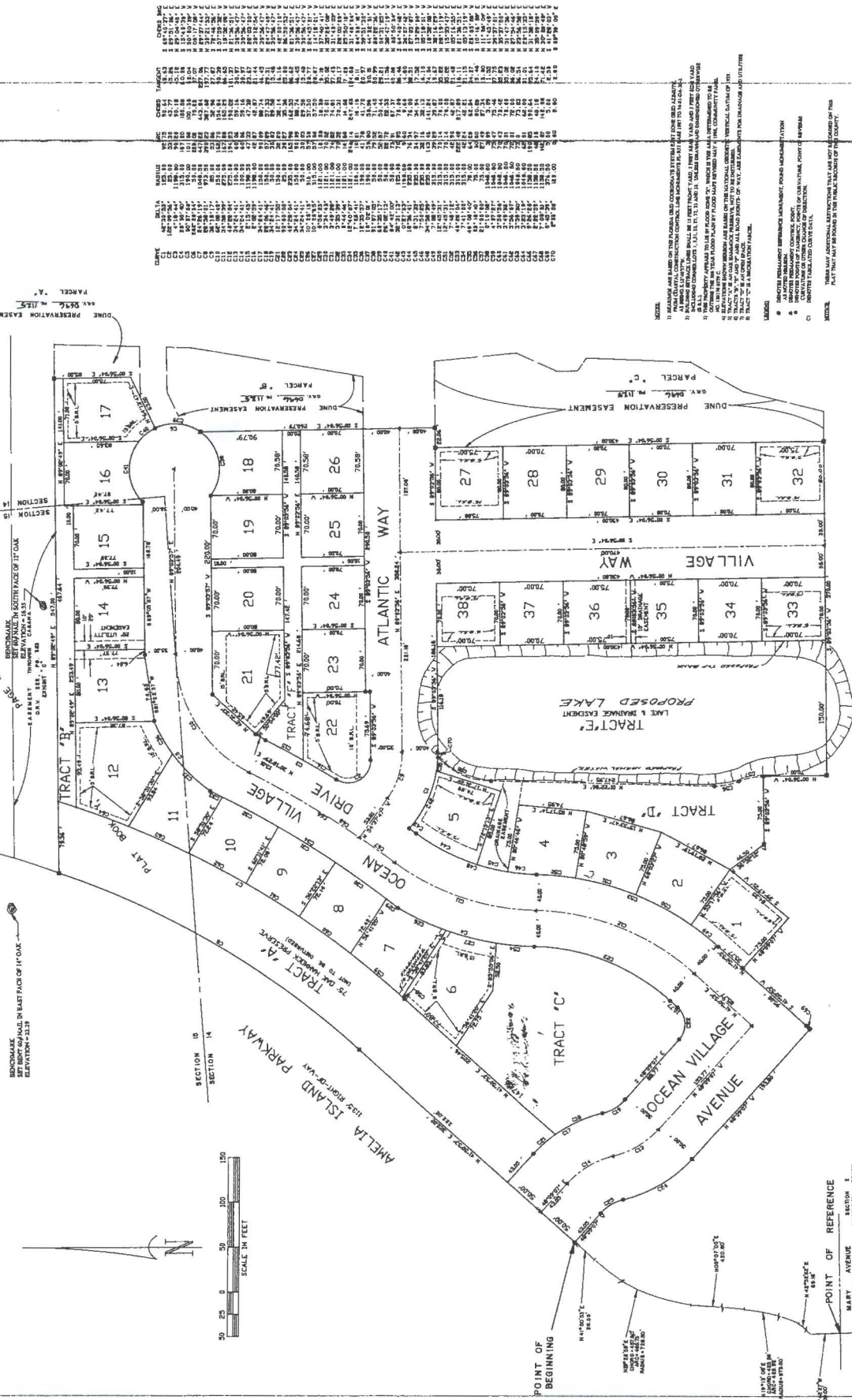
STATE OF FLORIDA COUNTY OF BARBAD THE FOLLOWING CERTIFICATE OF APPROVAL IS HEREBY MADE BY THE BOARD OF NASSAU COUNTY, FLORIDA, THIS 29th DAY OF JANUARY, A.D., 1974.

STATE OF FLORIDA COUNTY OF BARBAD THE FOLLOWING CERTIFICATE OF APPROVAL IS HEREBY MADE BY THE BOARD OF NASSAU COUNTY, FLORIDA, THIS 29th DAY OF JANUARY, A.D., 1974.

Exhibit 4 112

OCEAN VILLAGE UNIT ONE

A PART OF SECTION 14 AND A PART OF THE SUBDIVISION OF SECTION 15 AS RECORDED IN PLAT BOOK 5, PAGE 188 OF THE PUBLIC RECORDS, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, MASSAU COUNTY, FLORIDA.



BENCHMARK
SET BY BENTON & BOWLES IN EAST FACE OF 14' OAK
CORNER TO SECTION 14

BENCHMARK
SET BY BENTON & BOWLES IN EAST FACE OF 17' OAK
CORNER TO SECTION 15

BENCHMARK
SET BY BENTON & BOWLES IN EAST FACE OF 14' OAK
CORNER TO SECTION 14

BENCHMARK
SET BY BENTON & BOWLES IN EAST FACE OF 17' OAK
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BENCHMARK
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CORNER TO SECTION 15

BENCHMARK
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CORNER TO SECTION 14

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BENCHMARK
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BENCHMARK
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CORNER TO SECTION 15

BENCHMARK
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CORNER TO SECTION 14

BENCHMARK
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BENCHMARK
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BENCHMARK
SET BY BENTON & BOWLES IN EAST FACE OF 17' OAK
CORNER TO SECTION 15

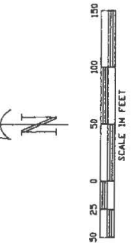
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38	1.00	2.63	38	1.00	2.63	38	1.00	2.63

- NOTES:
- 1) BEARINGS AND DISTANCES IN THIS PLAT AND SUBDIVISION ARE BASED UPON THE 1983 ADJUSTED MERIDIAN.
 - 2) ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 - 3) ALL BEARINGS ARE TO THE NEAREST SECOND OF AN ARC.
 - 4) ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR CONCRETE MONUMENTS.
 - 5) ALL MONUMENTS ARE TO BE SET AT THE CORNERS OF THE LOTS AND AT THE POINTS OF BEGINNING AND ENDING OF THE TRACTS.
 - 6) ALL MONUMENTS ARE TO BE SET AT THE CORNERS OF THE LOTS AND AT THE POINTS OF BEGINNING AND ENDING OF THE TRACTS.
 - 7) ALL MONUMENTS ARE TO BE SET AT THE CORNERS OF THE LOTS AND AT THE POINTS OF BEGINNING AND ENDING OF THE TRACTS.
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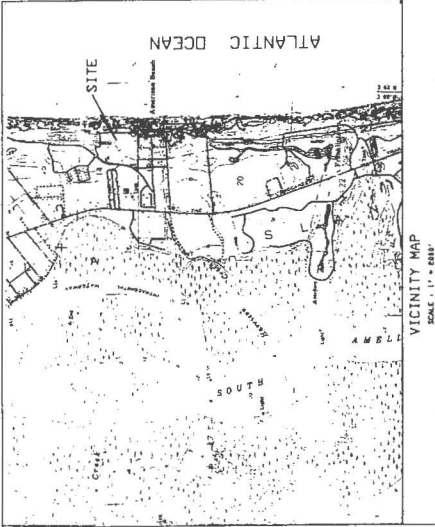
UNPLATTED AREA SECTION 14

SAZEMORE AND ASSOCIATES, INC.
SURVEYING & MAPPING
1000 W. BAY AVENUE, SUITE 100
MARIETTA, GA 30067
PHONE: (404) 429-1111
FAX: (404) 429-1112

POINT OF REFERENCE
BAY AVENUE
(40° 00' 00" N 90° 00' 00" W)
SECTION 14, PLAT BOOK 5, PAGE 188



OCEAN VILLAGE UNIT TWO A PART OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA



CAPTION: PUBLIC NOTICE OF MEETING... THE FIDUCIARY INSTRUMENT HAS ACKNOWLEDGED... THE FIDUCIARY INSTRUMENT HAS ACKNOWLEDGED... AND IS DEEMED TO BE FULLY EFFECTIVE... THE FIDUCIARY INSTRUMENT HAS ACKNOWLEDGED... AND IS DEEMED TO BE FULLY EFFECTIVE...

ADoption AND REvOCATION: THIS IS PLAT OF... THE ADJACENT LANDS TO BE DIVIDED INTO... THE ADJACENT LANDS TO BE DIVIDED INTO... THE ADJACENT LANDS TO BE DIVIDED INTO... THE ADJACENT LANDS TO BE DIVIDED INTO...

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STATE OF FLORIDA COUNTY OF Nassau

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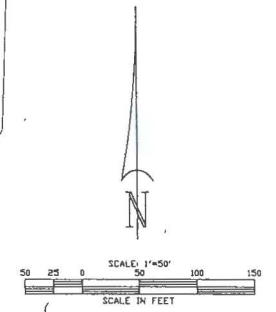
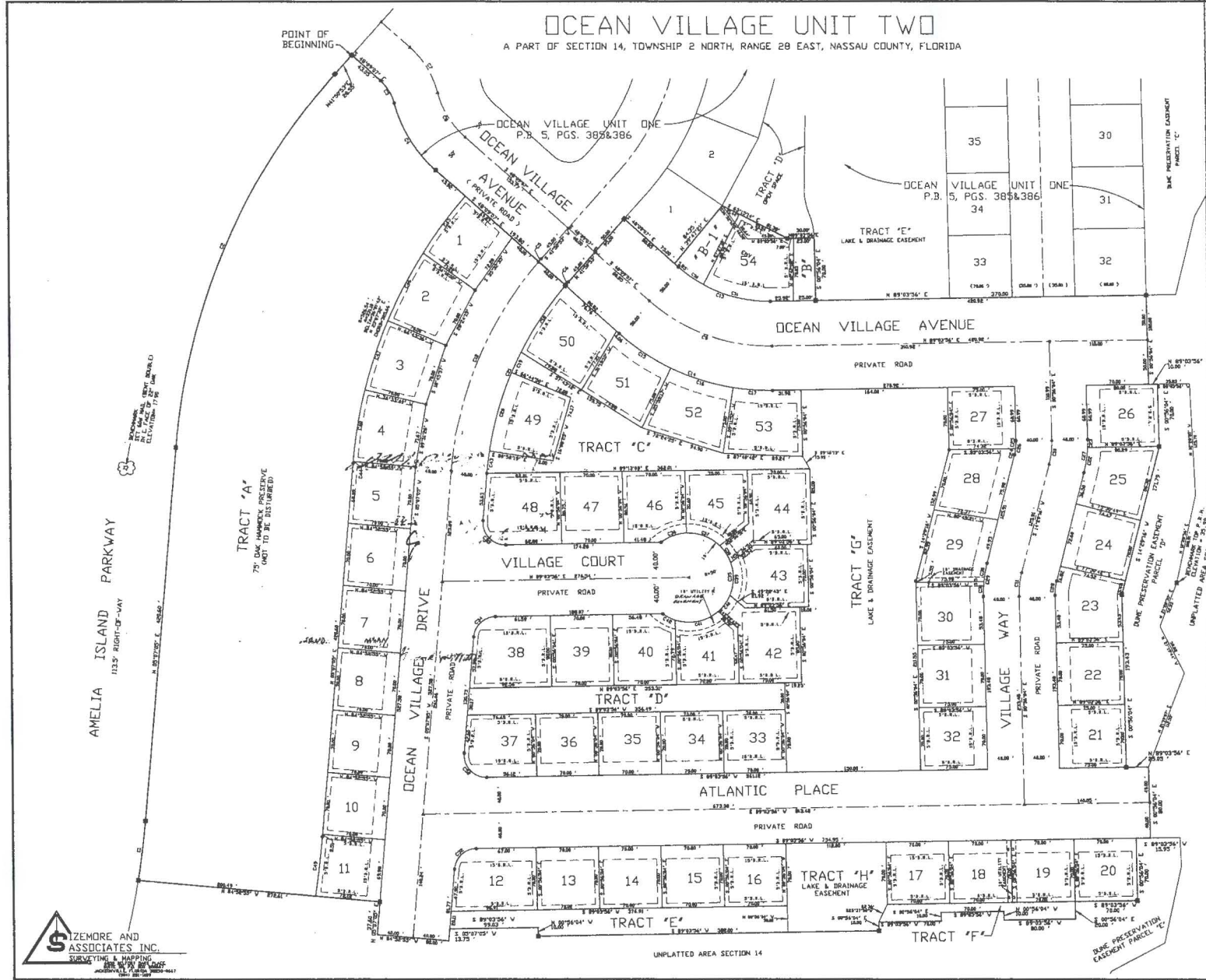
STATE OF FLORIDA COUNTY OF Nassau

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STATE OF FLORIDA COUNTY OF Nassau

OCEAN VILLAGE UNIT TWO

A PART OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA

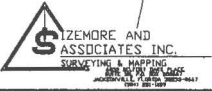


TRACT	AREA (SQ. FT.)	AREA (SQ. YD.)	PERCENT OF TOTAL
1	10,000	0.28	0.28
2	10,000	0.28	0.28
3	10,000	0.28	0.28
4	10,000	0.28	0.28
5	10,000	0.28	0.28
6	10,000	0.28	0.28
7	10,000	0.28	0.28
8	10,000	0.28	0.28
9	10,000	0.28	0.28
10	10,000	0.28	0.28
11	10,000	0.28	0.28
12	10,000	0.28	0.28
13	10,000	0.28	0.28
14	10,000	0.28	0.28
15	10,000	0.28	0.28
16	10,000	0.28	0.28
17	10,000	0.28	0.28
18	10,000	0.28	0.28
19	10,000	0.28	0.28
20	10,000	0.28	0.28
21	10,000	0.28	0.28
22	10,000	0.28	0.28
23	10,000	0.28	0.28
24	10,000	0.28	0.28
25	10,000	0.28	0.28
26	10,000	0.28	0.28
27	10,000	0.28	0.28
28	10,000	0.28	0.28
29	10,000	0.28	0.28
30	10,000	0.28	0.28
31	10,000	0.28	0.28
32	10,000	0.28	0.28
33	10,000	0.28	0.28
34	10,000	0.28	0.28
35	10,000	0.28	0.28
36	10,000	0.28	0.28
37	10,000	0.28	0.28
38	10,000	0.28	0.28
39	10,000	0.28	0.28
40	10,000	0.28	0.28
41	10,000	0.28	0.28
42	10,000	0.28	0.28
43	10,000	0.28	0.28
44	10,000	0.28	0.28
45	10,000	0.28	0.28
46	10,000	0.28	0.28
47	10,000	0.28	0.28
48	10,000	0.28	0.28
49	10,000	0.28	0.28
50	10,000	0.28	0.28
51	10,000	0.28	0.28
52	10,000	0.28	0.28
53	10,000	0.28	0.28

- NOTES:
- 1) BEARINGS ARE BASED ON THE FLORIDA GRID COORDINATE SYSTEM EAST ZONE, GRID AZIMUTH FROM CEASTAC CONSTRUCTION CONTROL LINE MONUMENT P.C. 453 BASE 1981 TO 74-81 04-10-81 AS BEING 101-48-27.71.
 - 2) BUILDING SETBACK LINES SHALL BE 10 FEET FRONT YARD, 5 FEET REAR YARD AND 5 FEET SIDE YARD AS SHOWN HEREON, UNLESS SHOWN AND DIMENSIONED OTHERWISE.
 - 3) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE X-1, WHICH IS THE AREA DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN BY FLOOD MAPS REVISED MAY 1, 1989, COMMUNITY PANEL, NO. 198110 0279 C.
 - 4) ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1989.
 - 5) TRACT "A" IS AN OAK HAMMOCK PRESERVE, NOT TO BE DISTURBED.
 - 6) TRACTS "C", "D", "E", AND "F" AND ALL ROAD RIGHT-OF-WAYS ARE EASEMENTS FOR DRAINAGE AND UTILITIES.
 - 7) TRACTS "B" AND "B-1" ARE OPEN SPACE TRACTS.
 - 8) TRACTS "C" AND "H" ARE LAKE & DRAINAGE EASEMENTS.
 - 9) AN EASEMENT FOR DRAINAGE AND UTILITIES IS RESERVED 2.5' EACH SIDE OF ALL SIDE LOT LINES.
 - 10) THERE ARE NO WETLAND JURISDICTIONAL AREAS WITHIN THE BOUNDARIES OF THIS PLAT ACCORDING TO SWL, SWRL & ASSOC. PROJECT ENGINEERS.

- LEGEND:
- DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.)
 - ▲ DENOTES PERMANENT CONTROL POINT (P.C.P.)
 - DENOTES P.C., P.P., P.R.C., P.C.C., P.I.I., OR CHANGE OF DIRECTION
 - DENOTES TABULATED CURVE DATA

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



Contract No. 2490

OCEAN VILLAGE UNIT THREE

A PART OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA

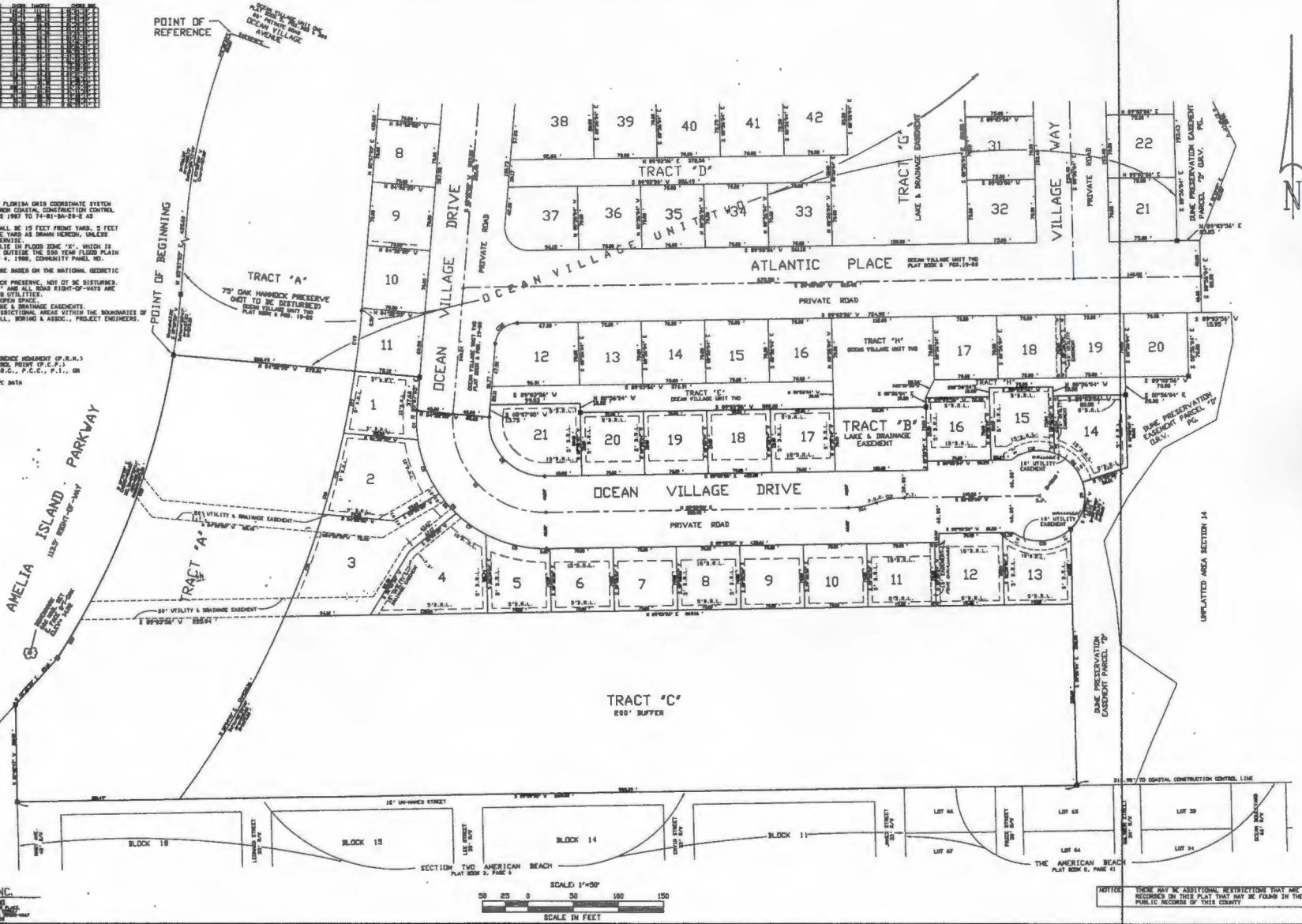
PLAT BOOK 6 PAGE 28

SHEET 2 OF 2 SHEETS

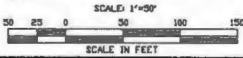
NO.	DESCRIPTION	DATE
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- NOTES:
- 1) BEARINGS ARE BASED ON THE FLORIDA GRID COORDINATE SYSTEM EAST ZONE, GRID AZIMUTH FROM COASTAL CONSTRUCTION CONTROL LINE MEMBERSHIP PL-002 DATES 1967 TO 74-81-80-0-0-0-0 BEING 8.15°48'27"
 - 2) BUILDING SETBACK LINES SHALL BE 15 FEET FRONT YARD, 5 FEET REAR YARD, AND 5 FEET SIDE YARD AS DRIVEN HEREON, UNLESS SHOWN AND DIMENSIONED OTHERWISE
 - 3) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "X", WHICH IS THE AREA DETERMINED TO BE SUBJECT TO THE 100-YEAR FLOOD PLAIN BY FLOOD MAPS REVISED MAY 4, 1988, COORDINATE PANEL NO. 17573-507-C.
 - 4) ALL DIMENSIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1988
 - 5) TRACT "A" IS AN OAK THATCHED PRESERVE, NOT TO BE DISTURBED
 - 6) TRACTS "C", "D", "E", "F", AND "G" AND ALL ROAD RIGHTS-OF-WAY ARE CAPABLE FOR DRAINAGE AND UTILITIES
 - 7) TRACT "H" IS AN AREA FOR OPEN SPACE
 - 8) TRACTS "I" AND "J" ARE LAKES & DRAINAGE CATCHMENTS
 - 9) THERE ARE NO WETLAND RESTRICTIONAL AREAS WITHIN THE BOUNDARIES OF THIS PLAT ACCORDING TO HILL, WORTH & ASSOC., PROJECT ENGINEERS

- LEGEND:
- 1) INDICATES PERMANENT REFERENCE POINT (P.R.P.)
 - 2) INDICATES PERMANENT CONTROL POINT (P.C.P.)
 - 3) INDICATES P.C., P.T., P.R.C., P.C.C., P.T., OR CHANGE OF DIRECTION
 - 4) INDICATES TABULATED CURVE DATA



SIZEMORE AND ASSOCIATES INC.
SURVEYING & ENGINEERING
1000 N. W. 10th Street, Ft. Lauderdale, FL 33304



NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED IN THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY

Contract No. 2490

EXHIBIT "B"

**AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS
OCEAN VILLAGE COMMUNITY ASSOCIATION**

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 Traffic Control on Private Roads attached hereto, having full force and effect upon execution by the parties.

Dated this 8 day of August, 2017.

NASSAU COUNTY SHERIFF'S OFFICE



Bill Leeper
Sheriff, Nassau County, Florida