

**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS
BETWEEN
HERON ISLES OWNERS ASSOCIATION, INC.,
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT,
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 **HERON ISLES OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Heron Isles" or the "Association"), **HERON ISLES COMMUNITY DEVELOPMENT DISTRICT**, (hereinafter referred to as the "CDD"), **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 CDD controls all the private roadways (hereinafter referred to collectively as the "**Heron Isles Roadways**") more particularly described in Exhibit "A" attached hereto containing plats and descriptions for each phase, 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 CDD; 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 and Sheriff to exercise traffic control jurisdiction over the Heron Isles Roadways; and

WHEREAS, pursuant to consultations between the parties, the County and the Sheriff are willing to exercise traffic control jurisdiction upon the Heron Isles Roadways pursuant to the terms and limitations in this agreement; 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 1st 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 and Sheriff agree to exercise jurisdiction over traffic control upon the Heron Isles 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

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

iii. If a resident of the Heron Isles Owners 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 CDD shall establish the speed limit for the Heron Isles Roadways and shall be responsible for posting the speed limit by appropriate Department of Transportation approved signage along said roads.

At its option, the CDD 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 CDD, upon request by the County or Sheriff, 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 and Sheriff's exercise of traffic control jurisdiction shall be in addition to the authority presently exercised by the County and/or Sheriff over the Heron Isles 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 Heron Isles 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 Heron Isles Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within the Heron Isles Owners Association shall at all times be solely and exclusively the responsibility of the CDD or Association as otherwise provided for by agreement or law.

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:

**Heron Isles Owners Association, Inc.
c/o Leland Management, Inc.
1027 South 8th Street
Fernandina Beach, Florida 32034**

As to the CDD:

**Heron Isles Community Development District
c/o Leland Management, Inc.
Attn: Cheryl Graham
1027 South 8th Street
Fernandina Beach, Florida 32034**

As to the Sheriff:

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

As to the County:

**Mike Mullin, Esquire
Nassau County Attorney
96135 Nassau Place, Suite 6
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.

14. Agreement by Heron Isles Community Development District

The Heron Isles Community Development District hereby acknowledges, understands and agrees with the performance of this Agreement for Jurisdiction on Private Roads by Heron Isles Owners Association, Inc. on any and all Heron Isles Roadways owned, managed or otherwise governed by the Heron Isles Community Development District.

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

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper Sheriff

Dated: 2-6-19

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

Bobby Lippelman General Counsel

HERON ISLES OWNERS ASSOCIATION, INC.

By: William S. Harvey President

Dated: 2-6-2019

HERON ISLES DEVELOPMENT DISTRICT

By: *Ricky Rowell*
Ricky Rowell Chairman

Dated: 2-7-19

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

By: _____
Justin Taylor Chairman

Dated: June 19, 2019

Approved as to Form:

Michael S. Mullin, Esquire
Nassau County Attorney

Attest: _____
John A. Crawford Ex-Officio Clerk

EXHIBIT "A"**HERON ISLES COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTIONS FOR ROADWAYS
AS RECORDED IN THE PUBLIC RECORDS OF
NASSAU COUNTY, FLORIDA****Heron Isles Phase One - Plat Book 7, page 40**

Sections of Coral Reef Road, Starlight Lane, Sunfish Lane, Tidal Bay Court, Starfish Drive, Gray Heron Court, Cade Street, Commodore Pointe Drive, Morton Lane, and Stoney Glen Court

Heron Isles Phase One Replat - Plat Book 7, page 152

Sections of Commodore Pointe Drive, Tidal Bay Court, Coral Reef Road and Starfish Drive,

Heron Isles Phase Two - Plat Book 7, page 218

Sections of Windfern Court, Graylon Drive, Starfish Drive, Aqua Vista Court, Out Creek Way, Yellowtail Court, Bass Lane, and Commodore Pointe Drive,

Heron Isles Phase Two C 1 - Plat Book 8, page 77

Sections of Graylon Drive, Last Lane and a section of Albatross Drive

Heron Isles Phase Two C 2- Plat Book 8, page 132

Section of Albatross Drive (37-3N-28-0743-00RW-0000)

Heron Isles Phase Two C 3 - Plat Book 8, page 180

Sections of Albatross Drive and Owl Roost Court

Heron Isles Phase Three A - Plat Book 8, page 79

Sections of Chickadee Lane, Dowitcher Place and Swallowtail Drive

Heron Isles Phase Three B - Plat Book 8, page 138

Sections of Furtherview Court and Swallowtail Drive

Heron Isles Phase Three C - Plat Book 8, page 177

Sections of Shallowtail Lane and Breezeway Court

Heron Isles Phase One Replat

PLAT BOOK 7 PAGE 152
SHEET 1 OF 4 SHEETS

CFW # 3,087,974.0

BEING A PORTION OF SECTIONS 37 AND 44, TOWNSHIP 3 NORTH, RANGE 28 EAST, HANSAU COUNTY, FLORIDA AND ALSO BEING A REPLAT OF LOTS 53 THROUGH 131, LOTS 181 THROUGH 234, TRACTS "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", AND "V", HERON ISLES PHASE ONE, ACCORDING TO PLAT BOOK 7, PAGES 40 THROUGH 48 OF THE OFFICIAL RECORDS OF SAID COUNTY.



CAPTION:

A PORTION OF SECTIONS 37 AND 44, TOWNSHIP 3 NORTH, RANGE 28 EAST, HANSAU COUNTY, FLORIDA AND ALSO BEING A REPLAT OF LOTS 53 THROUGH 131, LOTS 181 THROUGH 234, TRACTS "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", AND "V", HERON ISLES PHASE ONE, ACCORDING TO PLAT BOOK 7, PAGES 40 THROUGH 48 OF THE OFFICIAL RECORDS OF SAID COUNTY. THE LAND WAS REDEVELOPED AND REZONED BY THE BOARD OF COUNTY COMMISSIONERS AND THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS. THE LAND WAS REDEVELOPED AND REZONED BY THE BOARD OF COUNTY COMMISSIONERS AND THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS. THE LAND WAS REDEVELOPED AND REZONED BY THE BOARD OF COUNTY COMMISSIONERS AND THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

NOTES:

- 1) THIS PLAT IS SUBJECT TO THE EXISTING EASEMENTS AND RIGHTS OF WAY SHOWN ON THE PLAT AND TO THE EXISTING RECORDS OF SAID COUNTY.
- 2) THE LAND IS SUBJECT TO THE EXISTING EASEMENTS AND RIGHTS OF WAY SHOWN ON THE PLAT AND TO THE EXISTING RECORDS OF SAID COUNTY.
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- 15) THE LAND IS SUBJECT TO THE EXISTING EASEMENTS AND RIGHTS OF WAY SHOWN ON THE PLAT AND TO THE EXISTING RECORDS OF SAID COUNTY.

ADOPTION AND DEDICATION

THE LAND WAS REDEVELOPED AND REZONED BY THE BOARD OF COUNTY COMMISSIONERS AND THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS. THE LAND WAS REDEVELOPED AND REZONED BY THE BOARD OF COUNTY COMMISSIONERS AND THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

DIRECTOR OF ENGINEERING SERVICES CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
DIRECTOR OF ENGINEERING SERVICES

CHIEF OF THE FIRE-RESCUE DEPARTMENT

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
CHIEF OF THE FIRE-RESCUE DEPARTMENT

TAX COLLECTORS CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
TAX COLLECTORS

COUNTY HEALTH CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
COUNTY HEALTH OFFICER

CERTIFICATE OF REVIEW BY COUNTY EMPLOYED CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
CONTRACTED SURVEYOR/MAPPER

COMMISSIONERS APPROVAL

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
COMMISSIONERS

CLERKS CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
CLERK OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS

CERTIFICATE OF COUNTY ATTORNEY

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
COUNTY ATTORNEY

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
ZONING OFFICER

BANK OF AMERICA, N.A.

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
BANK OF AMERICA, N.A.

NOTARIAL PUBLIC

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
NOTARIAL PUBLIC

[Signatures and stamps of various officials]

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

[Signature]
SURVEYOR

PROPERTY ASSOCIATION OF FLORIDA

I HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND APPROVED BY ME AS BEING ACCORDING TO THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF COUNTY ENGINEERS AND ARCHITECTS.

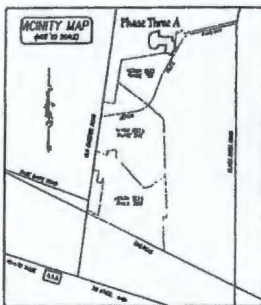
[Signature]
PROPERTY ASSOCIATION OF FLORIDA

Heron Isles Phase Three A

BEING A PORTION OF THE JOHN W. LOWE MILL GRANT, SECTION 44 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 50, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA

CFR 2-149-157.32

PLAT BOOK 8 PAGE 79
SHEET 1 OF 2 SHEETS



CAPTION:

THIS IS A PARTIAL PLAT OF PHASE THREE A, BEING A PORTION OF THE JOHN W. LOWE MILL GRANT, SECTION 44 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 50, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE NOTES HEREON. THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE NOTES HEREON. THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE NOTES HEREON.

ADOPTION AND DEDICATION

THESE ARE THE TERMS AND CONDITIONS OF THE ADOPTION AND DEDICATION OF THE PUBLIC HIGHWAY AND PUBLIC UTILITY RIGHTS AND EASEMENTS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE NOTES HEREON. THE ADOPTION AND DEDICATION IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE INSTRUMENTS REFERRED TO IN THE NOTES HEREON.

NOTES

1. The plat is subject to the easements and restrictions set forth in the instruments referred to in the notes hereon.
2. The plat is subject to the easements and restrictions set forth in the instruments referred to in the notes hereon.
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DIRECTOR OF ENGINEERING SERVICES CERTIFICATE
I have examined the plat and find it conforms to the provisions of the laws of the State of Florida relating to the recording of plats.

CHIEF OF THE FIRE-RESCUE DEPARTMENT
I have examined the plat and find it conforms to the provisions of the laws of the State of Florida relating to the recording of plats.

TAX COLLECTOR'S CERTIFICATE
I have examined the plat and find it conforms to the provisions of the laws of the State of Florida relating to the recording of plats.

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CERTIFICATE OF COUNTY ATTORNEY
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TITLE CERTIFICATION
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ADOPTION AND DEDICATION
I have examined the plat and find it conforms to the provisions of the laws of the State of Florida relating to the recording of plats.

MORTGAGEE'S COMMENT
I have examined the plat and find it conforms to the provisions of the laws of the State of Florida relating to the recording of plats.

STATE OF FLORIDA COUNTY OF DUVAL
I have examined the plat and find it conforms to the provisions of the laws of the State of Florida relating to the recording of plats.



PARCEL IDENTIFICATION NUMBERS

11 - 28 - 2800 - 0000 - 0000
12 - 28 - 2800 - 0000 - 0000
13 - 28 - 2800 - 0000 - 0000
14 - 28 - 2800 - 0000 - 0000
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16 - 28 - 2800 - 0000 - 0000
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18 - 28 - 2800 - 0000 - 0000
19 - 28 - 2800 - 0000 - 0000
20 - 28 - 2800 - 0000 - 0000

PRIVETT & ASSOCIATES, INC.
SURVEYORS & LAND PLANNERS
1200 WASHINGTON AVENUE, SUITE 200, JACKSONVILLE, FLORIDA 32202
PHONE 904-734-1111
FAX 904-734-1112

SURVEYORS CERTIFICATE
I have examined the plat and find it conforms to the provisions of the laws of the State of Florida relating to the recording of plats.

STATE OF FLORIDA COUNTY OF DUVAL
I have examined the plat and find it conforms to the provisions of the laws of the State of Florida relating to the recording of plats.

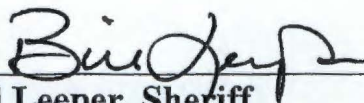
EXHIBIT "B"**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS
HERON ISLES OWNERS ASSOCIATION, INC.,
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT,
NASSAU COUNTY, FLORIDA, AND
THE NASSAU COUNTY SHERIFF'S OFFICE****WAIVER**

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 16 day of May, 2019.

NASSAU COUNTY SHERIFF'S OFFICE



Bill Leeper, Sheriff

**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS
 BETWEEN
 HERON ISLES OWNERS ASSOCIATION, INC.,
 HERON ISLES COMMUNITY DEVELOPMENT DISTRICT,
 NASSAU COUNTY, FLORIDA, AND
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W I T N E S S E T H:

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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 1st 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 and Sheriff agree to exercise jurisdiction over traffic control upon the Heron Isles 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

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

iii. If a resident of the Heron Isles Owners 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 CDD shall establish the speed limit for the Heron Isles Roadways and shall be responsible for posting the speed limit by appropriate Department of Transportation approved signage along said roads.

At its option, the CDD 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 CDD, upon request by the County or Sheriff, 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 and Sheriff's exercise of traffic control jurisdiction shall be in addition to the authority presently exercised by the County and/or Sheriff over the Heron Isles 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 Heron Isles 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 Heron Isles Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within the Heron Isles Owners Association shall at all times be solely and exclusively the responsibility of the CDD or Association as otherwise provided for by agreement or law.

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:

**Heron Isles Owners Association, Inc.
c/o Leland Management, Inc.
1027 South 8th Street
Fernandina Beach, Florida 32034**

As to the CDD:

**Heron Isles Community Development District
c/o Leland Management, Inc.
Attn: Cheryl Graham
1027 South 8th Street
Fernandina Beach, Florida 32034**

As to the Sheriff:

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

As to the County:

**Mike Mullin, Esquire
Nassau County Attorney
96135 Nassau Place, Suite 6
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.

14. Agreement by Heron Isles Community Development District

The Heron Isles Community Development District hereby acknowledges, understands and agrees with the performance of this Agreement for Jurisdiction on Private Roads by Heron Isles Owners Association, Inc. on any and all Heron Isles Roadways owned, managed or otherwise governed by the Heron Isles Community Development District.

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

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper Sheriff

Dated: 2-6-19

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

Bobby Lippelman General Counsel

HERON ISLES OWNERS ASSOCIATION, INC.

By: William S. Harvey President

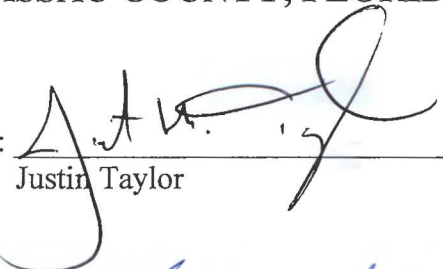
Dated: 2-6-2019

HERON ISLES DEVELOPMENT DISTRICT

By: 
Ricky Rowell Chairman

Dated: 2-7-19

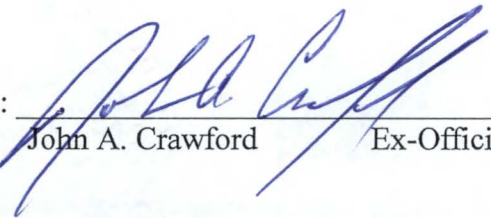
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: 
Justin Taylor Chairman

Dated: 6-19-19

Approved as to Form:


Michael S. Mullin, Esquire
Nassau County Attorney

Attest: 
John A. Crawford Ex-Officio Clerk

MES
06 20 19

EXHIBIT "A"**HERON ISLES COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTIONS FOR ROADWAYS
AS RECORDED IN THE PUBLIC RECORDS OF
NASSAU COUNTY, FLORIDA****Heron Isles Phase One - Plat Book 7, page 40**

Sections of Coral Reef Road, Starlight Lane, Sunfish Lane, Tidal Bay Court, Starfish Drive, Gray Heron Court, Cade Street, Commodore Pointe Drive, Morton Lane, and Stoney Glen Court

Heron Isles Phase One Replat - Plat Book 7, page 152

Sections of Commodore Pointe Drive, Tidal Bay Court, Coral Reef Road and Starfish Drive,

Heron Isles Phase Two - Plat Book 7, page 218

Sections of Windfern Court, Graylon Drive, Starfish Drive, Aqua Vista Court, Out Creek Way, Yellowtail Court, Bass Lane, and Commodore Pointe Drive,

Heron Isles Phase Two C 1 - Plat Book 8, page 77

Sections of Graylon Drive, Last Lane and a section of Albatross Drive

Heron Isles Phase Two C 2- Plat Book 8, page 132

Section of Albatross Drive (37-3N-28-0743-00RW-0000)

Heron Isles Phase Two C 3 - Plat Book 8, page 180

Sections of Albatross Drive and Owl Roost Court

Heron Isles Phase Three A - Plat Book 8, page 79

Sections of Chickadee Lane, Dowitcher Place and Swallowtail Drive

Heron Isles Phase Three B - Plat Book 8, page 138

Sections of Furtherview Court and Swallowtail Drive

Heron Isles Phase Three C - Plat Book 8, page 177

Sections of Shallowtail Lane and Breezeway Court

Heron Isles Phase Two C-1

BEING A PORTION OF SECTION 37 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 50, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA

CFX #381415394

PLAT BOOK 8 PAGE 77
SHEET 1 OF 2 SHEETS



CAPTION:

SECTION 37, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA
This plat is a subdivision of a portion of Section 37, Township 3 North, Range 28 East, Nassau County, Florida, and a portion of the Wm. G. Christopher Claim, Section 50, Township 3 North, Range 28 East, Nassau County, Florida, into lots, blocks, and other divisions, as shown on the attached map. The total area of the land shown on the map is 10.00 acres, more or less. The land is being subdivided into 10 lots, each of which is approximately 1.00 acre in area. The lots are numbered 1 through 10. The plat is being recorded for the purpose of creating a record of the subdivision and for the purpose of conveying the land to the several owners of the lots. The plat is being recorded in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics. The plat is being recorded in accordance with the provisions of the Florida Land Surveyors' Code of Ethics. The plat is being recorded in accordance with the provisions of the Florida Land Surveyors' Code of Ethics.

EXEMPTION AND RESERVATION

The State of Florida, by and through its Surveyors General, does hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics. The survey was made by the undersigned surveyor, who is a duly licensed and qualified surveyor in the State of Florida. The survey was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics. The survey was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

NOTES:

- 1. The State of Florida, by and through its Surveyors General, does hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.
- 2. The survey was made by the undersigned surveyor, who is a duly licensed and qualified surveyor in the State of Florida.
- 3. The survey was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.
- 4. The survey was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.
- 5. The survey was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

DIRECTOR OF ENGINEERING SERVICES CERTIFICATE
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

CHIEF OF THE FIRE-RESCUE DEPARTMENT
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

TAX COLLECTORS CERTIFICATE
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

COUNTY HEALTH CERTIFICATE
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

CERTIFICATE OF REVIEW BY COUNTY-EMPLOYED CONTRACTED SURVEYOR / MAPPER
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

COMMISSIONERS APPROVAL
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

ZONING CERTIFICATION
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

CLERKS CERTIFICATE
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

CERTIFICATE OF COUNTY ATTORNEY
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

TITLE CERTIFICATION
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

STATE OF FLORIDA COUNTY OF DUVAL
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

MORTGAGEE'S CONSENT:
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

SEAL
A circular seal for the State of Florida, County of Duval, with the text 'SEAL' in the center.

STATE OF FLORIDA COUNTY OF DUVAL:
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

SEAL
A circular seal for the State of Florida, County of Duval, with the text 'SEAL' in the center.

SEAL
A circular seal for the State of Florida, County of Duval, with the text 'SEAL' in the center.

SURVEYORS CERTIFICATE:
I hereby certify that the survey shown on this plat was made in accordance with the provisions of Chapter 218, Florida Statutes, and the provisions of the Florida Land Surveyors' Code of Ethics.

PRIVETT & ASSOCIATES, INC.
SURVEYORS & LAND PLANNERS
1000 N. W. 10th St., Suite 100, Ft. Lauderdale, FL 33304
Phone: (954) 561-1111
Fax: (954) 561-1112

2025 2 23 11:30 AM, Recorded 08/17/2011 at 10:13 AM, John A. Crawford, Clerk of Courts, Nassau County.

EXHIBIT "B"**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS
HERON ISLES OWNERS ASSOCIATION, INC.,
HERON ISLES COMMUNITY DEVELOPMENT DISTRICT,
NASSAU COUNTY, FLORIDA, AND
THE NASSAU COUNTY SHERIFF'S OFFICE****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 16 day of May, 2019.

NASSAU COUNTY SHERIFF'S OFFICE



Bill Leeper, Sheriff