AGREEMENT FOR JURISDICTION ON PRIVATE ROADS BETWEEN BLACKROCK HAMMOCK 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 BLACKROCK HAMMOCK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as "Blackrock Hammock" 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 "Blackrock Hammock Roadways") more particularly described in Exhibit "A" attached hereto containing plats and descriptions, 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 Blackrock Hammock Roadways; and

WHEREAS, pursuant to consultations between the parties, the County and the Sheriff are willing to exercise traffic control jurisdiction upon the Blackrock Hammock 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 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 agrees to exercise jurisdiction over traffic control upon the Blackrock Hammock 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 Blackrock Hammock Roadways, he or she may take appropriate enforcement action having jurisdiction, pursuant to this Agreement.

iii. If a resident of the Blackrock Hammock 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 Blackrock Hammock 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 Blackrock Hammock 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 Blackrock Hammock 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 Blackrock Hammock Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within the Blackrock Hammock 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 7 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: Blackrock Hammock Homeowners Association

c/o Sabrina Ellis-Friday, President 96146 Blackrock Hammock Drive

Yulee, Florida 32097

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.

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

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper Sheriff	Dated: <u>4-3-19</u>
For the use and reliance of Bill Leeper, Nassau County, Florida, only approval as to form and legal sufficiency.	
Bobby Lippelman General Counsel	
BLACKROCK HAMMOCK HOMEOWNERS ASSOCIATION, INC.	
By: Sabrina Ellis-Friday Its: President	Dated: 5 19 9
BOARD OF COUNTY COMMISSIONERS NAS	SSAU COUNTY, FLORIDA
By: Justin Taylor, Chairman	Dated: 7/22/19
Attest: John A. Crawford	
Its: Ex-Officio Clerk Approved as to Form:	
Michael S. Mullin, Esquire Nassau County Attorney	

A portion of the Heirs of William G. Christopher Grant, Section 50, Township 3 North, Range 28 East, Nassau County, Florida.

CAPTION:

A parcel of land situated in the Heirs of William G. Christopher Grant, Section 50, Township 3 North, Ronge 22 East, Nerseus County, Plande, Saig parcel of land being more processed to the County of the County of

Containing 99.0072 acres, more or less.

CERTIFICATE OF REVIEW BY COUNTY EMPLOYED! CONTRACTED SURVEYOR MAPPER

I MEREBY CERTIFF THAT I MAVE REVIEWED THIS BLAT FOR COMPORMITY TO CHAPTER 177. PS. AND THAT I AM BENDONED BY OR UNDER CONTRACT TO THE APPROPRIATE DIFFERENCE OF THE COMPORMITY OF THE COMPORT OF THE COMP

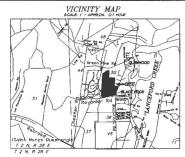
11-15-2001

PRINT NAME: STAPHEN W. HOFFMAN FLORIDA REGISTRATION NO. 5774

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A CORRECT REPRESENTATION OF THE LANDS SUFFREID, PLATED AND DESCRIBED IN THE CAPTION AND THAT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAND SOFT THE STATE OF FLORIDA AND THAT THE ABOVE PLAT COMPILES WITH ZONING RULES AND REGULATIONS OF MESSTAL COUNTY. FLORIDA CURRENTY, IN EMPECT.

REBULATIONS OF MISSAU COUNTY FICKIDA CURRENTLY IN I SUMPO THIS 5 TH ORA OF NOVEMBER AD. 2001 MANUAL MILLION OF THE PROPERTY OF AND MAPPER FICKIDA REGISTERIO SURVEYOR AND MAPPER REGISTRATION NO. 3446



CLERK'S CERTIFICATE

and a per clean court



CERTIFICATE OF APPROVAL BY COUNTY COMMISSIONERS

Marin Harshell

CERTIFICATE OF APPROVAL COUNTY ATTORNEY COLUMN AND STREET OF APPROVING COUNTY ATTORNEY

THIS IS TO COSENITY THAT THE ARGUE ALT HAS BEEN ANALYSED AND APPROVED BY THE

DUANTY STREET, OF MASSAIS COUNTY, PROBLEM THIS 1 15 DAY OF 150 JULY AD, 2001.

COLUMN ATTORNEY

COLUMN ATTORNEY

CERTIFICATE OF APPROVAL BY DIRECTOR OF PUBLIC WORKS

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMED AND APPROVED BY THE DIRECTOR OF PRINCIPLO WORKS OF MASSAU COUNTY, PLORIDA THIS FLOOT, DAY OF DAYOR AND APPROVED BY OF DAYOR DAYOR.

DIRECTOR OF PUBLIC GORES

COUNTY HEALTH CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE ABOVE FLAT THIS 15 POAY OF AN INDIVIDUAL LOT BASIS ACCORDING TO FAC 84E-6, 64E-6 AND 40C-9.

Solvin Foreman

CERTIFICATE OF APPROVAL BY DIRECTOR OF PLANNING

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED AND APPROVED BY THE DIRECTOR OF PLANNING OF NASSALI COUNTY, MORIDA THIS 1/1 PT DAY OF NOTEMBER AD 2001.

CERTIPICATE OF APPROVAL BY THE CHIEF OF NASSAU COUNTY FIRE - RESCUE DEFARTMENT

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED AND APPROVED BY THE CHIEF OF MASSAUL COUNTY FIRE - RESCUE DEPARTMENT THIS 14 DAY OF MASSAUL COUNTY FIRE - ARE SOUR DEPARTMENT THIS 14 DAY OF

MASSAU COUNTY PIRE OFFICE DEPARTMENT

COUNTY TAX COLLECTOR CERTIFICATE

THIS IS TO CERTIFY THAT TAXES HAVE BEEN PAID ON PARCEL IDENTIFICATION NUMBER 50-3N-28-0000-0022-0010 THROUGH AND INCLUDING THE TAX YEAR 2000

BY. Lucy daly M. Miller

DATE: 11-19-01

THIS IS TO CERTIFY THAT ROG HOLDINGS, INC. A FLORIDA CORPORATION. DEVELOPED IS THE LAWFIL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS "BLACKPOCK HAMPOCK", AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBJUNCED AND THAT THIS FLAT IS MADE IN ACCORPOANCE WITH SAID SURVEY AND IS A TICLE AND CRAFFEL THAT OF THOSE LAMPS.

THE 10 POOT WIDE FLORIDA POWER AND LIGHT EASEMENTS SHOWN ON THIS FLAT ARE NEEDS STREET, AND THE POOR T

IN WITNESS WHEREOF, ROG HOLDINGS, INC. A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT BY AND WITH THE FULL AUTHORITY OF SAID CORPORTATION.

RCG HOLDINGS, INC.

WITHEST Strenger Jarlamial Selena Wakefield'

WINES Lynn J. Bidleman Lynn S. Bidleman

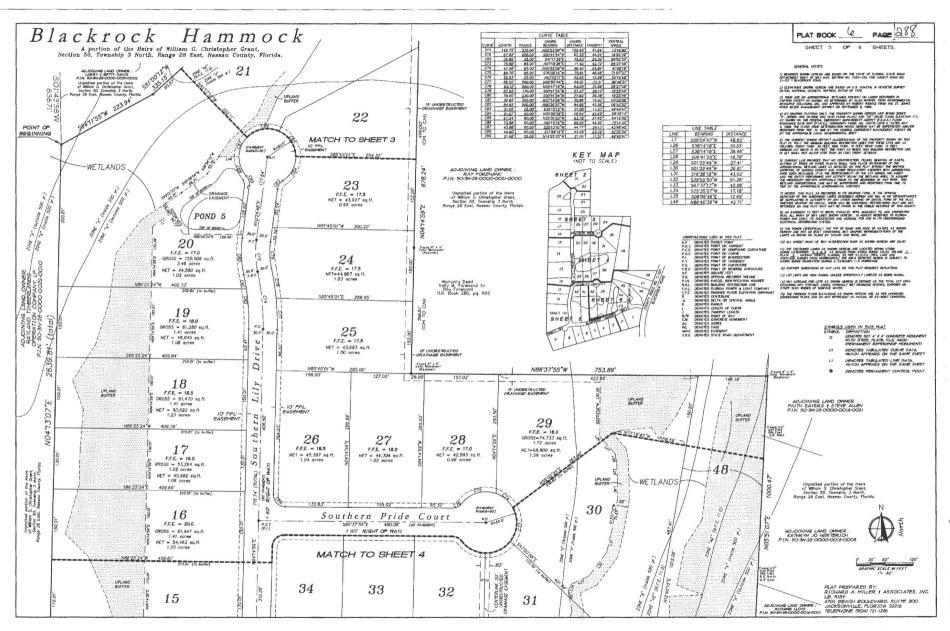
CHARLES F. ATERSON. R. PRESIDENT OF RCG HOLDINGS. INC. A FLORIDA CORPORATION 9471 BATTERDON'S ROAD, SUITE 403 JACKSONVILLE, FL. 32756.

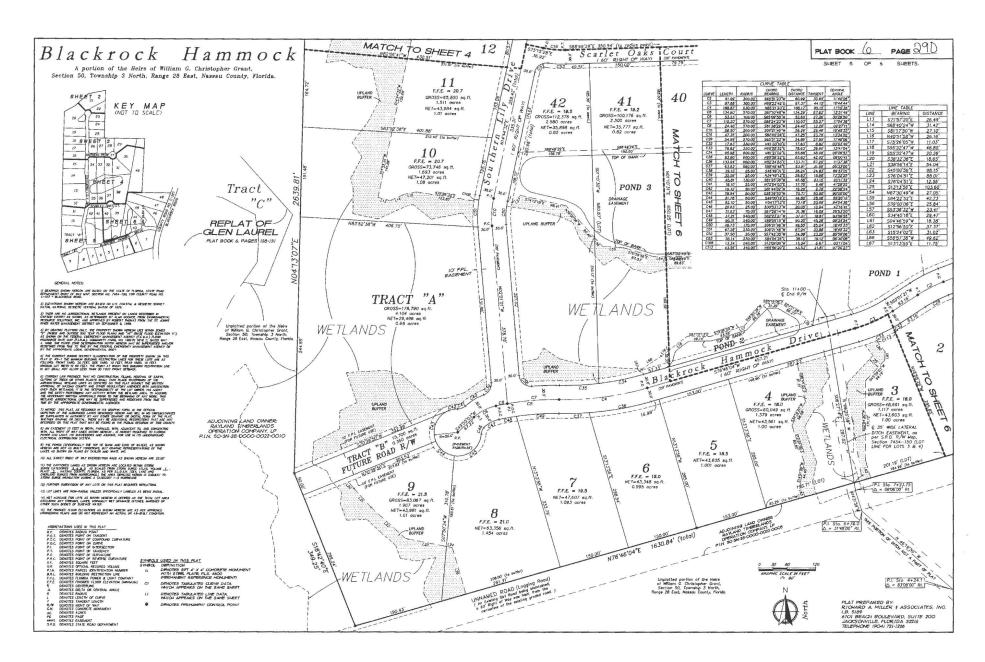
NOTARY FOR RCG HOLDINGS, INC.

STATE OF FLORIDA COUNTY OF DUVAL

THE POREIGNING INSTRUMENT WAS ACKNOWLEDGED BEFORE HE THIS AS DAY OF COLORS IN CHARLES F. ATRESSON. R. PRESIDENT OF COLORS INC. A FOREIGN COOPERATION ON BEHAVE OF SAID CORPORATION AS IDENTIFICATION AND WHO HASHAS NOT TAKEN WE OATH ON BEHAVE OF THE CORPORATION.

Aven & Sidleman NOTAGE PUBLIC STATE OF PLORIDA AT LARGE MY COMMISSION EXPIRES:





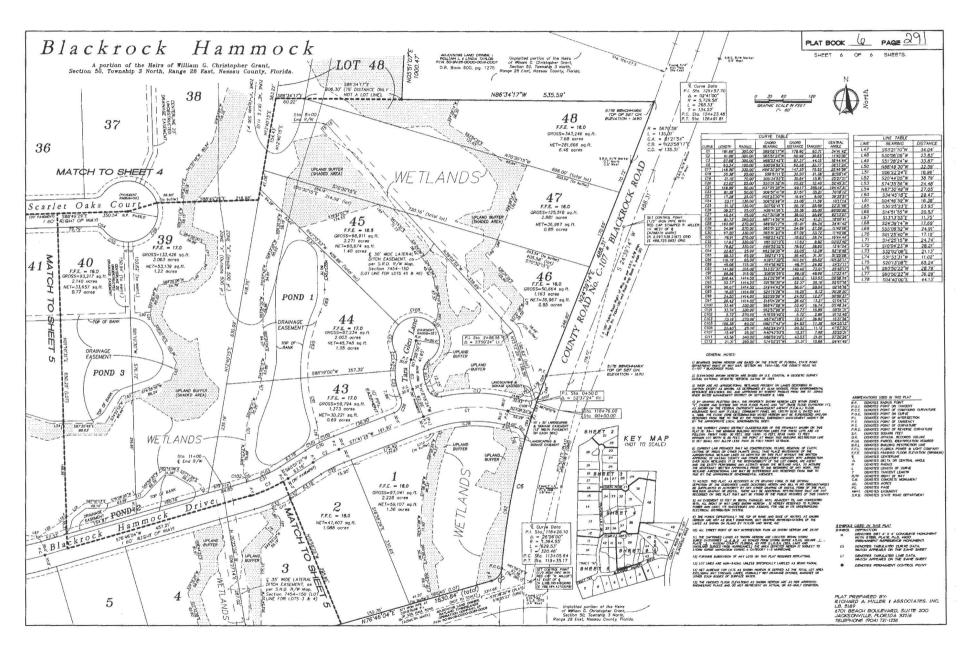


EXHIBIT "B"

AGREEMENT FOR JURISDICTION ON PRIVATE ROADS BETWEEN BLACKROCK HAMMOCK HOMEOWNERS ASSOCIATION, INC., 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 3 day of June, 2019.

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper, Sheriff