

Letter to extend or renew a Contract

CS-20-232

Nassau County Attorney's Office

96135 Nassau Place, Suite 6

Yulee, FL 32097

Contract CM2699,

**Renewal of Agreement for Traffic Control on Private Roads**

This letter confirms the renewal of the Contract on the terms set out below.

**General information**

No.	Topic	Details
1	<b>Department</b>	Name: Nassau County Sheriff's Office
2	<b>Vendor</b>	Name: Heron Isles Homeowners Association, Inc.
3	<b>Contract</b>	Contract title: Agreement for Traffic Control on Private Roads Contract tracking number: CM2699-AR2 Amount: N/A Funding Source: N/A

**Contract Renewal**

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Contract for one (1) year, beginning 6/19/21 and ending 6/18/22, in accordance with the provisions of the Agreement.

Yours sincerely

*Bobby Lippelman*

Nassau County Sheriff's Office

6/17/2021

Date

Approved by:

*[Signature]*

Procurement

6/18/2021

Date

6/24/2021

*Megan Diehl*

Office of Management &amp; Budget

Date

6/24/2021

*Michael S. Mullin*

County Attorney

Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL***Taco E. Pope, AICP*

Taco E. Pope, AICP, County Manager

6/24/2021

Date



**BOCC AGENDA ITEM**

**Item Title:** Discussion and Authorize Chairman to Execute the Agreement for Jurisdiction on Private Roads (Heron Isles)

**Date:** 6/19/2019

**Department:** County Attorney

**Background:**

The Agreement for Jurisdiction on Private Roads is between the Heron Isles Owners Association, Inc., Heron Isles Community Development District, Nassau County, Florida, and the Nassau County Sheriff's Office. 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. The Association wants the County and Sheriff to exercise traffic control jurisdiction over the Heron Isles Roadways. 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 the agreement.

**Request:**

Approve and authorize the Chairman to sign the Agreement for Jurisdiction on Private Roads (Heron Isles).

**Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:**

N/A

**Action Requested and Recommendation:**

Discussion and Authorize Chairman to Execute the Agreement for Jurisdiction on Private Roads (Heron Isles)

**Is this action consistent with the Nassau County Comprehensive Land Use Plan?**

NA

**Funding Source:**

N/A

**Additional Information Needed for Contracts/Agreements (If Applicable)**

**Contract Number assigned by Contracts Management:**

N/A

**For non-governmental agencies, has the document been sent to the vendor for signature?**

N/A

**Does the document need to be recorded? If so, who will pay the recordation fee?**

N/A

**Are there any special mailing instructions? (Include contact name, address, deadline for submittal, how to mail such as express mail, FedEx, etc):**

Original (1): Mail to: Heron Isles Owners Association, Inc. & Heron Isles Community Development District, c/o Leland Management Inc., 1027 South 8th Street, Fernandina Beach, Florida 32034  
Original (2): Mail to: Bill Leeper, Sheriff, Nassau County Sheriff's Office, 77151 Citizens Circle, Yulee, Florida 32097  
Original (3): Retained by Nassau County Clerk

**How many originals are needed?**

Three (3) Originals

**ATTACHMENTS:**

Description	Upload Date	Type
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[Agreement for Jurisdiction](#)

5/28/2019

Backup  
Material

**REVIEWERS:**

**Department**

Attorney

Attorney

County Manager

**Reviewer**

Mullin , Mike

Robertson, Sabrina

Mullin , Mike

**Action**

Approved

Approved

Approved

**Date**

5/28/2019 - 2:27 PM

5/29/2019 - 8:40 AM

5/29/2019 - 1:59 PM

**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 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 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 8<sup>th</sup> Street  
Fernandina Beach, Florida 32034**

**As to the CDD:**

**Heron Isles Community Development District  
c/o Leland Management, Inc.  
Attn: Cheryl Graham  
1027 South 8<sup>th</sup> 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**

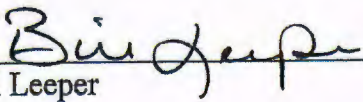
The parties agree that to the extent any of the written terms of this Agreement, including the indemnification provisions set forth in Paragraph 7, conflict with any provisions of Florida law or statutes, the written terms of this Agreement shall be deemed by any court of competent jurisdiction to be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

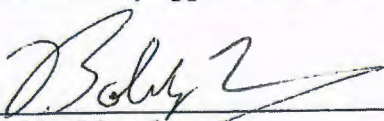
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**NASSAU COUNTY SHERIFF'S OFFICE**

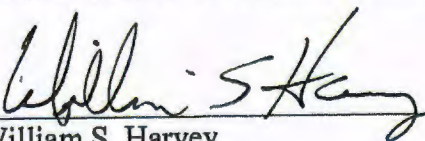
  
\_\_\_\_\_  
Bill Leeper Sheriff

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**

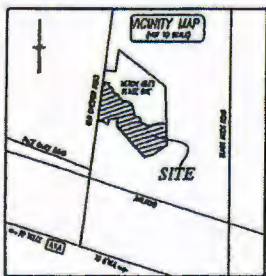
Sections of Shallowtail Lane and Breezeway Court



# Heron Isles Phase One Replat

PLAT BOOK 7 PAGE 15A  
SHEET 1 OF 4 SHEETS  
CFN # 20150501

BEING A PORTION OF SECTIONS 37 AND 44, TOWNSHIP 3 NORTH, RANGE 38 EAST, HASSALL COUNTY, FLORIDA AND ALSO BEING A REPLAT OF LOTS 53 THROUGH 131, LOTS 181 THROUGH 254, TRACTS "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", AND "T", AND A PORTION OF TRACTS "U", "V", "W", "X", AND "Y", HERON ISLES PHASE ONE, ACCORDING TO PLAT BOOK 7, PAGES 40 THROUGH 46 OF THE OFFICIAL RECORDS OF SAID COUNTY



### CAPTION

A portion of sections 37 and 44, township 3 north, range 38 east, Hassall county, Florida and also being a replat of lots 53 through 131, lots 181 through 254, tracts "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", and "T", and a portion of tracts "U", "V", "W", "X", and "Y", Heron Isles Phase One, according to Plat Book 7, pages 40 through 46 of the official records of said county.

### NOTES:

- 1) The replat shall be subject to the same zoning regulations as the original plat.
- 2) The replat shall be subject to the same subdivision regulations as the original plat.
- 3) The replat shall be subject to the same platting regulations as the original plat.
- 4) The replat shall be subject to the same recording regulations as the original plat.
- 5) The replat shall be subject to the same recording regulations as the original plat.
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- 17) The replat shall be subject to the same recording regulations as the original plat.
- 18) The replat shall be subject to the same recording regulations as the original plat.
- 19) The replat shall be subject to the same recording regulations as the original plat.
- 20) The replat shall be subject to the same recording regulations as the original plat.

### ADOPTION AND DEDICATION

The replat shall be subject to the same zoning regulations as the original plat.

### CERTIFICATE OF COUNTY ATTORNEY

I, the undersigned, County Attorney for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

### ZONING CERTIFICATION

The replat is in accordance with the zoning regulations of Hassall County, Florida.

### BANK OF AMERICA, N.A.

Bank of America, N.A. is the lender for the project.

### CERTIFICATE OF REVIEW BY COUNTY EMPLOYED CONTRACTED SURVEYOR/MAPPER

The replat is in accordance with the surveying regulations of Hassall County, Florida.

### COMMISSIONERS APPROVAL

The replat is in accordance with the commissioning regulations of Hassall County, Florida.

### SURVEYORS CERTIFICATE

The replat is in accordance with the surveying regulations of Hassall County, Florida.

**DIRECTOR OF ENGINEERING SERVICES CERTIFICATE**  
I, the undersigned, Director of Engineering Services for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

**CHIEF OF THE FIRE-RESCUE DEPARTMENT**  
I, the undersigned, Chief of the Fire-Rescue Department for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

**TAX COLLECTORS CERTIFICATE**  
I, the undersigned, Tax Collector for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

**COUNTY HEALTH CERTIFICATE**  
I, the undersigned, County Health Officer for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

**CERTIFICATE OF REVIEW BY COUNTY EMPLOYED CONTRACTED SURVEYOR/MAPPER**  
I, the undersigned, County Surveyor/Mapper for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

**COMMISSIONERS APPROVAL**  
I, the undersigned, Commissioner for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

**CLERKS CERTIFICATE**  
I, the undersigned, Clerk of the Board of Commissioners for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

**CERTIFICATE OF COUNTY ATTORNEY**  
I, the undersigned, County Attorney for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

**ZONING CERTIFICATION**  
The replat is in accordance with the zoning regulations of Hassall County, Florida.

**BANK OF AMERICA, N.A.**  
Bank of America, N.A. is the lender for the project.

**CERTIFICATE OF REVIEW BY COUNTY EMPLOYED CONTRACTED SURVEYOR/MAPPER**  
I, the undersigned, County Surveyor/Mapper for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

**COMMISSIONERS APPROVAL**  
I, the undersigned, Commissioner for Hassall County, Florida, do hereby certify that the replat is in accordance with the laws of the State of Florida.

*[Handwritten signatures and stamps for various officials]*

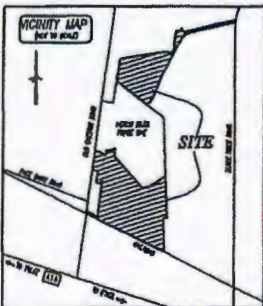
**PLATT & ASSOC. CIVIL ENGINEERS**  
PLATT & ASSOC. CIVIL ENGINEERS  
1000 W. BAYVIEW BLVD., SUITE 100  
DADE COUNTY, FLORIDA 33134  
TEL: 305-358-1111  
FAX: 305-358-1112

# Heron Isles Phase Two

BEING A PORTION OF SECTIONS 37, 44 AND 50, TOWNSHIP 3 NORTH, AND A PORTION OF SECTION 25, TOWNSHIP 2 NORTH, ALL IN RANGE 28 EAST, HISSAU COUNTY, FLORIDA

PLAT BOOK 7 PAGE 277  
SHEET 1 OF 11 SHEETS

Clerks of Board of Supervisors



### CAPTION:

A PORTION OF SECTIONS 37, 44 AND 50, TOWNSHIP 3 NORTH, AND A PORTION OF SECTION 25, TOWNSHIP 2 NORTH, ALL IN RANGE 28 EAST, HISSAU COUNTY, FLORIDA. THIS MAP SHOWS THE BOUNDARIES OF THE PROJECT SITE, THE BOUNDARIES OF THE ADJACENT SECTIONS, AND THE BOUNDARIES OF THE TOWNSHIPS AND RANGE. THE PROJECT SITE IS SHOWN AS A HATCHED AREA. THE ADJACENT SECTIONS ARE SHOWN AS UNHATCHED AREAS. THE TOWNSHIPS AND RANGE ARE SHOWN AS LARGER AREAS WITH BOUNDARIES INDICATED BY DASHED LINES.

### CLERKS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT. I HAVE NOTED THE COMPLIANCE OF THIS PLAN WITH THE REQUIREMENTS OF SAID ACT, AND I HAVE NOTED THE COMPLIANCE OF THIS PLAN WITH THE REQUIREMENTS OF SAID ACT.

### CERTIFICATE OF COUNTY ATTORNEY

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT. I HAVE NOTED THE COMPLIANCE OF THIS PLAN WITH THE REQUIREMENTS OF SAID ACT, AND I HAVE NOTED THE COMPLIANCE OF THIS PLAN WITH THE REQUIREMENTS OF SAID ACT.

### NOTES:

- 1) THE PROJECT SITE IS SHOWN AS A HATCHED AREA ON THIS MAP.
- 2) THE ADJACENT SECTIONS ARE SHOWN AS UNHATCHED AREAS ON THIS MAP.
- 3) THE TOWNSHIPS AND RANGE ARE SHOWN AS LARGER AREAS WITH BOUNDARIES INDICATED BY DASHED LINES ON THIS MAP.
- 4) THE PROJECT SITE IS SHOWN AS A HATCHED AREA ON THIS MAP.
- 5) THE ADJACENT SECTIONS ARE SHOWN AS UNHATCHED AREAS ON THIS MAP.
- 6) THE TOWNSHIPS AND RANGE ARE SHOWN AS LARGER AREAS WITH BOUNDARIES INDICATED BY DASHED LINES ON THIS MAP.
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- 13) THE PROJECT SITE IS SHOWN AS A HATCHED AREA ON THIS MAP.
- 14) THE ADJACENT SECTIONS ARE SHOWN AS UNHATCHED AREAS ON THIS MAP.
- 15) THE TOWNSHIPS AND RANGE ARE SHOWN AS LARGER AREAS WITH BOUNDARIES INDICATED BY DASHED LINES ON THIS MAP.

**DIRECTOR OF ENGINEERING SERVICES CERTIFICATE**  
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT.

**CHIEF OF THE FIRE-RESCUE DEPARTMENT**  
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT.

**TAX COLLECTORS CERTIFICATE**  
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT.

**COUNTY HEALTH CERTIFICATE**  
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT.

**CERTIFICATE OF REVIEW BY COUNTY EMPLOYED CONTRACTED SURVEYOR/MAPPER**  
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT.

**COMMISSIONERS APPROVAL**  
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT.

**CAPTION:**  
A PORTION OF SECTIONS 37, 44 AND 50, TOWNSHIP 3 NORTH, AND A PORTION OF SECTION 25, TOWNSHIP 2 NORTH, ALL IN RANGE 28 EAST, HISSAU COUNTY, FLORIDA. THIS MAP SHOWS THE BOUNDARIES OF THE PROJECT SITE, THE BOUNDARIES OF THE ADJACENT SECTIONS, AND THE BOUNDARIES OF THE TOWNSHIPS AND RANGE. THE PROJECT SITE IS SHOWN AS A HATCHED AREA. THE ADJACENT SECTIONS ARE SHOWN AS UNHATCHED AREAS. THE TOWNSHIPS AND RANGE ARE SHOWN AS LARGER AREAS WITH BOUNDARIES INDICATED BY DASHED LINES.

**ZONING CERTIFICATION**  
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT.

**BANK OF AMERICA, N.A.**  
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT.

**AGREEMENT AND CONSENT**  
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT.

**Signature of Clerk**  
**Signature of Attorney**  
**Signature of Director**  
**Signature of Chief**  
**Signature of Tax Collector**  
**Signature of Health Officer**  
**Signature of Surveyor**  
**Signature of Commissioner**

**SURVEYORS CERTIFICATE:**  
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLANNING ACT, AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF SAID ACT.

DATE: 8/23/2016, Recorded 8/23/2016 at 09:52 AM, John A. Goodard, Clerk of  
Harris, Texas County

CFX #201415311

PLAT BOOK # PAGE 77  
SHEET 1 OF 2 SHEETS

# Heron Isles Phase Two C-1

BEING A PORTION OF SECTION 37 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 30, ALL IN TOWNSHIP  
3 NORTH, RANGE 8 EAST, NASSAU COUNTY, FLORIDA



### CAPTION:

*[Detailed text describing the plat map, including lot numbers and boundaries.]*

### NOTICE:

*[Legal notice text regarding the plat map, including references to Florida Statutes.]*

### NOTES:

*[Additional notes and conditions related to the plat map.]*

#### DIRECTOR OF ENGINEERING SERVICES CERTIFICATE

*[Signature and text for Director of Engineering Services]*

#### CHIEF OF THE FIRE-RESCUE DEPARTMENT

*[Signature and text for Chief of Fire-Rescue Department]*

#### TAX COLLECTOR'S CERTIFICATE

*[Signature and text for Tax Collector]*

#### COUNTY HEALTH CERTIFICATE

*[Signature and text for County Health]*

#### CERTIFICATE OF REVIEW BY COUNTY EMPLOYED CONTRACTED SURVEYOR (MATTER)

*[Signature and text for Surveyor]*

#### COMMISSIONERS APPROVAL

*[Signature and text for Commissioners]*

#### ZONING CERTIFICATION

*[Signature and text for Zoning]*

#### CLERKS CERTIFICATE

*[Signature and text for Clerks]*

#### CERTIFICATE OF COUNTY ATTORNEY

*[Signature and text for County Attorney]*

#### TITLE CERTIFICATION

*[Signature and text for Title]*

#### MORTGAGEE'S COMMENT

*[Signature and text for Mortgagee]*

#### SEAL



#### STATES OF FLORIDA COUNTY OF DUVAL

*[Text for State of Florida County of Duval]*

*[Signature and text for State of Florida]*

*[Signature and text for State of Florida]*

*[Signature and text for State of Florida]*

*[Signature and text for State of Florida]*

*[Signature and text for State of Florida]*

*[Signature and text for State of Florida]*

#### MARKET INVESTIGATION ABBREVIATIONS

*[List of abbreviations for market investigation]*

#### SURVEYORS CERTIFICATE

*[Signature and text for Surveyors]*



*[Text for Privitt & Associates, Inc.]*





PLAT 8 00100000, Recorded 02/07/13 at 10:07 AM, John A. Stewart, Clerk of  
Harris, Florida County.

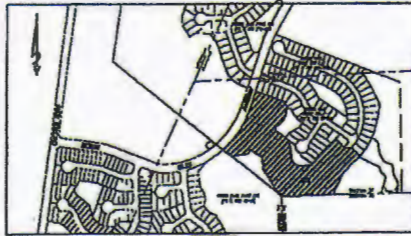
### Heron Isles Phase Two C-3 A PORTION OF SECTION 37, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

PLAT BOOK 8 PAGE 180

SHEET 1 OF 2 SHEETS  
OF THIS PLAT  
AIR # 20170518

**EXHIBIT**  
A PORTION OF SECTION 37, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND THE NEIGHBORING PARCELS SHOWN AS  
INDICATED BY THE SHADING OF THE PLAT.

THE PLAT IS A PART OF THE PLAT OF HERON ISLES PHASE TWO C-3, A PORTION OF SECTION 37, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND THE NEIGHBORING PARCELS SHOWN AS INDICATED BY THE SHADING OF THE PLAT. THE PLAT IS A PART OF THE PLAT OF HERON ISLES PHASE TWO C-3, A PORTION OF SECTION 37, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND THE NEIGHBORING PARCELS SHOWN AS INDICATED BY THE SHADING OF THE PLAT. THE PLAT IS A PART OF THE PLAT OF HERON ISLES PHASE TWO C-3, A PORTION OF SECTION 37, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND THE NEIGHBORING PARCELS SHOWN AS INDICATED BY THE SHADING OF THE PLAT.



**EXHIBIT**  
A PORTION OF SECTION 37, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND THE NEIGHBORING PARCELS SHOWN AS  
INDICATED BY THE SHADING OF THE PLAT.

**EXHIBIT**  
A PORTION OF SECTION 37, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND THE NEIGHBORING PARCELS SHOWN AS  
INDICATED BY THE SHADING OF THE PLAT.

**EXHIBIT**  
A PORTION OF SECTION 37, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND THE NEIGHBORING PARCELS SHOWN AS  
INDICATED BY THE SHADING OF THE PLAT.

**EXHIBIT**  
A PORTION OF SECTION 37, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND THE NEIGHBORING PARCELS SHOWN AS  
INDICATED BY THE SHADING OF THE PLAT.

CLERK OF  
HARRIS COUNTY  
FLORIDA

CLERK OF  
HARRIS COUNTY  
FLORIDA







**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**

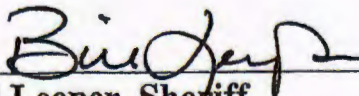
**WAIVER**

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  
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").

**W I T N E S S E T H:**

**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 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 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 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

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 8<sup>th</sup> Street  
Fernandina Beach, Florida 32034

**As to the CDD:** Heron Isles Community Development District  
c/o Leland Management, Inc.  
Attn: Cheryl Graham  
1027 South 8<sup>th</sup> 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.

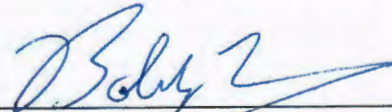
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**NASSAU COUNTY SHERIFF'S OFFICE**

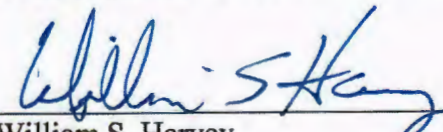
  
\_\_\_\_\_  
Bill Leeper Sheriff

Dated: 2-6-19

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

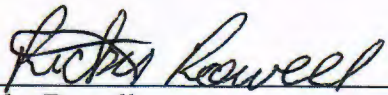
  
\_\_\_\_\_  
Bobby Lippelman General Counsel

**HERON ISLES OWNERS ASSOCIATION, INC.**

By:   
\_\_\_\_\_  
William S. Harvey President

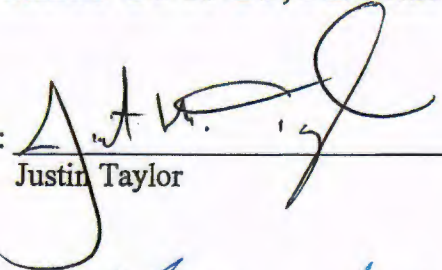
Dated: 2-6-2019

**HERON ISLES DEVELOPMENT DISTRICT**

By:   
Ricky Rowell Chairman

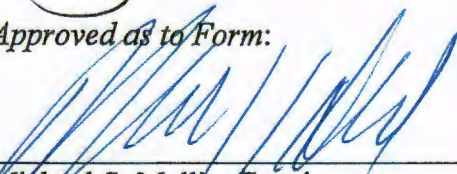
Dated: 2-7-19

**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



**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

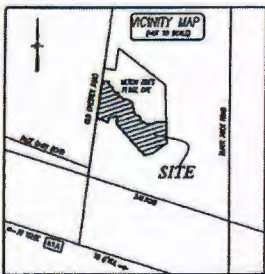


# Heron Isles Phase One Replat

PLAT BOOK 7 PAGE 153  
SHEET 1 OF 4 SHEETS

CFW # 208595421

BEING A PORTION OF SECTIONS 37 AND 44, TOWNSHIP 3 NORTH, RANGE 28 EAST, MASSAU COUNTY, FLORIDA AND ALSO BEING A REPLAT OF LOTS 53 THROUGH 131, LOTS 181 THROUGH 254, 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 46 OF THE OFFICIAL RECORDS OF SAID COUNTY



### CAPTION:

A REPLAT OF LOTS 53 TO 131 AND LOTS 181 TO 254, 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 46 OF THE OFFICIAL RECORDS OF SAID COUNTY AND BEING A PORTION OF SECTIONS 37 AND 44, TOWNSHIP 3 NORTH, RANGE 28 EAST, MASSAU COUNTY, FLORIDA AND ALSO BEING A REPLAT OF LOTS 53 THROUGH 131, LOTS 181 THROUGH 254, 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 46 OF THE OFFICIAL RECORDS OF SAID COUNTY...

### NOTES:

- 1. THE REPLAT IS SUBJECT TO ALL APPLICABLE ZONING AND OTHER REGULATIONS OF THE COUNTY AND STATE OF FLORIDA.
- 2. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS AND ENCUMBRANCES OF RECORD.
- 3. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS AND ENCUMBRANCES OF RECORD.
- 4. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS AND ENCUMBRANCES OF RECORD.
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- 9. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS AND ENCUMBRANCES OF RECORD.
- 10. THE REPLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS AND ENCUMBRANCES OF RECORD.

### ADOPTION AND DEDICATION

THE BOARD OF COUNTY COMMISSIONERS HAS REVIEWED AND APPROVED THE REPLAT AND HAS ORDERED THAT THE REPLAT BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.

### DIRECTOR OF ENGINEERING SERVICES CERTIFICATE

I HEREBY CERTIFY THAT THE REPLAT HAS BEEN EXAMINED AND IS CORRECT IN FORM AND CONTENT AND IS IN ACCORDANCE WITH THE PUBLIC RECORDS OF SAID COUNTY.

*[Signature]*  
CHIEF OF THE FIRE-RESCUE DEPARTMENT

### TAX COLLECTORS CERTIFICATE

I HEREBY CERTIFY THAT THE REPLAT IS IN ACCORDANCE WITH THE PUBLIC RECORDS OF SAID COUNTY AND THAT THE TAXES ARE CORRECTLY CALCULATED.

### COUNTY HEALTH CERTIFICATE

I HEREBY CERTIFY THAT THE REPLAT IS IN ACCORDANCE WITH THE PUBLIC RECORDS OF SAID COUNTY AND THAT THE HEALTH REGULATIONS ARE SATISFIED.

### CERTIFICATE OF REVIEW BY COUNTY EMPLOYED CONTRACTED SURVEYOR/MAPPER

I HEREBY CERTIFY THAT THE REPLAT IS IN ACCORDANCE WITH THE PUBLIC RECORDS OF SAID COUNTY AND THAT THE SURVEYING DATA IS CORRECT.

### COMMISSIONERS APPROVAL

*[Signature]*  
COUNTY COMMISSIONER

### CLERKS CERTIFICATE

I HEREBY CERTIFY THAT THE REPLAT IS IN ACCORDANCE WITH THE PUBLIC RECORDS OF SAID COUNTY AND THAT THE CLERK'S RECORDS ARE CORRECT.

### CERTIFICATE OF COUNTY ATTORNEY

I HEREBY CERTIFY THAT THE REPLAT IS IN ACCORDANCE WITH THE PUBLIC RECORDS OF SAID COUNTY AND THAT THE LEGAL OPINION IS FAVORABLE.

### ZONING CERTIFICATION

I HEREBY CERTIFY THAT THE REPLAT IS IN ACCORDANCE WITH THE ZONING REGULATIONS OF SAID COUNTY.

### BANK OF AMERICA, N.A.

*[Signature]*  
BANK OF AMERICA, N.A.

### NOTARIAL PUBLIC

*[Signature]*  
NOTARIAL PUBLIC

*[Signatures of various officials]*

### SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE REPLAT IS IN ACCORDANCE WITH THE SURVEYING REGULATIONS OF SAID COUNTY AND THAT THE SURVEYING DATA IS CORRECT.





2025 8 02 00:00, Accessed 04/11/2024 at 09:13 AM, John A Crawford, Clerk of Santa, Nassau County,

CFX #201415396

PLAT BOOK 8 PAGE 77  
SHEET 1 OF 2 SHEETS

# 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



**CAPTION:**  
This plat shows the subdivision of a portion of the Wm. G. Christopher Claim, Section 50, Township 3 North, Range 28 East, Nassau County, Florida, into lots for the purpose of the Heron Isles Phase Two C-1 project. The lots are numbered and described in detail. The plat also shows the location of the lots relative to the surrounding roads and other property.

**ANALYSIS AND RESOLUTION:**  
The Commission on Planning and Zoning has reviewed the application for the subdivision of the property and has found that the proposed subdivision is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance. The Commission has recommended that the subdivision be approved, subject to the conditions set forth in this resolution.

**NOTES:**  
1. The applicant has provided a copy of the subdivision map to the Clerk of the County and has paid the required fees.  
2. The applicant has provided a copy of the subdivision map to the Clerk of the County and has paid the required fees.  
3. The applicant has provided a copy of the subdivision map to the Clerk of the County and has paid the required fees.

**APPROVED AND RESOLVED:**  
That the Commission on Planning and Zoning do hereby approve and resolve that the subdivision of the property be approved, subject to the conditions set forth in this resolution.

**DIRECTOR OF ENGINEERING SERVICES CERTIFICATE**  
I, the undersigned, Director of Engineering Services, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

**CHIEF OF THE FIRE-RESCUE DEPARTMENT**  
I, the undersigned, Chief of the Fire-Rescue Department, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

**TAX COLLECTOR'S CERTIFICATE**  
I, the undersigned, Tax Collector, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

**COUNTY HEALTH CERTIFICATE**  
I, the undersigned, County Health Officer, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

**CERTIFICATE OF REVIEW BY COUNTY EMPLOYED CONTRACTED SURVEYOR/MAPPER**  
I, the undersigned, County Employed Contracted Surveyor/Mapper, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

**COMMISSIONER'S APPROVAL**  
I, the undersigned, Commissioner, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

**ZONING CERTIFICATION**  
I, the undersigned, Zoning Officer, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

**CLERKS CERTIFICATE**  
I, the undersigned, Clerk, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

**CERTIFICATE OF COUNTY ATTORNEY**  
I, the undersigned, County Attorney, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

**TITLE CERTIFICATION**  
I, the undersigned, Title Officer, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

**MORTGAGEE'S CONSENT:**  
I, the undersigned, Mortgagee, do hereby consent to the subdivision of the property.

**STATE OF FLORIDA COUNTY OF DUVAL:**  
I, the undersigned, State of Florida County of Duval, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

PARCEL IDENTIFICATION NUMBERS  
28-01-00-000-0000  
28-01-00-000-0000

**PRIVETT & ASSOCIATES, INC.**  
SURVEYORS & LAND PLANNERS  
1000 N. W. 10th St., Suite 100  
Tallahassee, Florida 32302  
Phone: 904-224-1111  
Fax: 904-224-1112

**SURVEYORS CERTIFICATE:**  
I, the undersigned, Surveyor, do hereby certify that the subdivision map is in accordance with the Comprehensive Zoning Ordinance and the Subdivision Ordinance.

FORM # 22880002A, Reprinted 05/24/2019 at 12:16 PM, John A. Santoro, Clerk of Courts, Brevard County.

# Heron Isles Phase Two C-2

BEING A PORTION OF SECTION 37 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 30, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA



### CAPTION:

ALL THE HEREIN SHOWN PARCELS OF LAND BEING AND BEING IN A PORTION OF SECTION 37 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 30, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. THE HEREIN SHOWN PARCELS OF LAND BEING AND BEING IN A PORTION OF SECTION 37 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 30, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. THE HEREIN SHOWN PARCELS OF LAND BEING AND BEING IN A PORTION OF SECTION 37 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 30, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

### ADOPTION AND DEDICATION

BEING AND BEING IN A PORTION OF SECTION 37 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 30, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. THE HEREIN SHOWN PARCELS OF LAND BEING AND BEING IN A PORTION OF SECTION 37 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 30, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

### NOTES

- 1. THE HEREIN SHOWN PARCELS OF LAND BEING AND BEING IN A PORTION OF SECTION 37 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 30, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.
- 2. THE HEREIN SHOWN PARCELS OF LAND BEING AND BEING IN A PORTION OF SECTION 37 AND A PORTION OF THE Wm. G. CHRISTOPHER CLAIM, SECTION 30, ALL IN TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

### DIRECTOR OF ENGINEERING SERVICES CERTIFICATE

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### CHIEF OF THE FIRE-RESCUE DEPARTMENT

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### TAX COLLECTOR'S CERTIFICATE

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### COUNTY HEALTH CERTIFICATE

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### CERTIFICATE OF REVIEW BY COUNTY EMPLOYED CONTRACTED SURVEYOR/MAPPER

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### COMMISSIONERS APPROVAL

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### ZONING CERTIFICATION

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### CLERKS CERTIFICATE

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### CERTIFICATES OF COUNTY ATTORNEY

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### TITLE CERTIFICATION

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### STATE OF FLORIDA

NOTARY PUBLIC, My Commission Expires on 12/31/2024. I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### MORTGAGEE'S CONSENT

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### APPROVED AND ADOPTED

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### STATE OF FLORIDA COUNTY OF NASSAU

NOTARY PUBLIC, My Commission Expires on 12/31/2024. I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

### PARCEL IDENTIFICATION NUMBERS

28-28-28-000-000-0000  
28-28-28-000-000-0000

### SURVEYORS CERTIFICATE

I hereby certify that the above described plat complies with the provisions of the relevant provisions of Chapter 170, Florida Statutes, and the rules and regulations of the Board of Professional Engineers, Florida, and the rules and regulations of the Board of Professional Engineers, Florida.

FRIVETT & ASSOCIATES, INC.  
SURVEYORS & LAND PLANNERS  
1000 N. W. 10th Ave., Suite 1000  
Fort Lauderdale, FL 33304  
Phone: 954-561-1111  
Fax: 954-561-1112









**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**

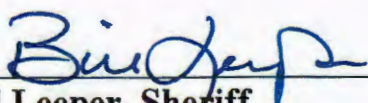
**WAIVER**

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**

Letter to extend or renew a Contract

Nassau County Contract Management  
 96135 Nassau Place, Suite 2  
 Yulee, FL 32097

Contract CM2699,

**Renewal of Agreement for Traffic Control on Private Roads**

This letter confirms the renewal of the Contract on the terms set out below.

**General information**

No.	Topic	Details
1	Department	Name: Nassau County Sheriff's Office
2	Vendor	Name: Heron Isles Homeowners Association, Inc.
3	Contract	Contract title: Agreement for Traffic Control on Private Roads Contract tracking number: CM2699-AR1

*Ø value*

**Contract Renewal**

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Contract for one (1) year, beginning 6/19/20 and ending 6/18/21, in accordance with the provisions of the Agreement.

If you need more information or would like to discuss this matter further, please contact Grayson Hagins on 904-530-6040 or at ghagins@nassaucountyfl.com

Yours sincerely

*[Signature]*  
 Nassau County Sheriff's Office *R. Lippelmann*

*4/17/2020*  
 Date

Approved by:  
*[Signature]*  
 Contract Management

*3/13/20*  
 Date

*[Signature]*  
 Office of Management & Budget

*4/30/20*  
 Date

*[Signature]*  
 County Attorney

*5/4/20*  
 Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

*[Signature]*  
 Michael Mullin, County Manager

*6/4/20*  
 Date



**Certificate Of Completion**

Envelope Id: 0C0E0A415617406DAB1279FCE57A0B2A Status: Completed  
 Subject: Please DocuSign: CM2699-AR2 Heron Isles Owners Association, Inc. 6.19.21-6.18.22.pdf, CM2699- H...  
 Source Envelope:  
 Document Pages: 40 Signatures: 5 Envelope Originator:  
 Certificate Pages: 6 Initials: 0 Amber Carter  
 AutoNav: Enabled acarter@nassaucountyfl.com  
 EnvelopeId Stamping: Enabled IP Address: 50.238.237.26  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

**Record Tracking**

Status: Original Holder: Amber Carter Location: DocuSign  
 6/17/2021 5:45:25 PM acarter@nassaucountyfl.com

**Signer Events**

Bobby Lippelman  
 blippelman@nassauso.com  
 Security Level: Email, Account Authentication (None)

**Signature**

*Bobby Lippelman*  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 74.254.96.62

**Timestamp**

Sent: 6/17/2021 6:06:32 PM  
 Viewed: 6/17/2021 6:07:03 PM  
 Signed: 6/17/2021 6:07:18 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/17/2021 6:07:03 PM  
 ID: 40044b7f-4ad3-4043-8818-9de8a8fb86a4

Brian Simmons  
 bsimmons@nassaucountyfl.com  
 Procurement Manager  
 Nassau County BOCC  
 Security Level: Email, Account Authentication (None)

*[Signature]*  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 50.238.237.26

Sent: 6/17/2021 6:07:21 PM  
 Viewed: 6/18/2021 7:56:07 AM  
 Signed: 6/18/2021 7:56:35 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Megan Diehl  
 mdiehl@nassaucountyfl.com  
 OMB Director  
 Nassau County BOCC  
 Security Level: Email, Account Authentication (None)

*Megan Diehl*  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

Sent: 6/18/2021 7:56:38 AM  
 Viewed: 6/24/2021 3:44:55 PM  
 Signed: 6/24/2021 3:45:00 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Michael S. Mullin  
 mmullin@nassaucountyfl.com  
 County Attorney  
 Nassau County BOCC  
 Security Level: Email, Account Authentication (None)

*Michael S. Mullin*  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

Sent: 6/24/2021 3:45:04 PM  
 Viewed: 6/24/2021 5:13:37 PM  
 Signed: 6/24/2021 5:13:42 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Taco E. Pope, AICP  tpope@nassaucountyfl.com  County Manager  Nassau County BOCC  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 73.224.163.87  Signed using mobile</p>	<p>Sent: 6/24/2021 5:13:46 PM  Viewed: 6/24/2021 6:18:28 PM  Signed: 6/24/2021 6:18:40 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Brenda Linville  blinville@nassauclerk.com  Nassau County Clerk  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"><b>COPIED</b></div>	<p>Sent: 6/24/2021 6:18:45 PM</p>
<p>Peggy Snyder  psnyder@nassauclerk.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"><b>COPIED</b></div>	<p>Sent: 6/24/2021 6:18:47 PM</p>
<p>Melissa Lucey  mlucey@nassauclerk.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"><b>COPIED</b></div>	<p>Sent: 6/24/2021 6:18:47 PM</p>
<p>Heather Nazworth  hnazworth@nassauclerk.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"><b>COPIED</b></div>	<p>Sent: 6/24/2021 6:18:50 PM</p>
<p>Tina Barnett  tbarnett@nassauclerk.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"><b>COPIED</b></div>	<p>Sent: 6/24/2021 6:18:52 PM</p>

Carbon Copy Events	Status	Timestamp
<p>Jennifer Marlatt jmarlatt@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 6/24/2021 6:18:54 PM Viewed: 6/25/2021 8:09:08 AM</p>
<p>Amber Carter acarter@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 6/24/2021 6:18:55 PM Resent: 6/24/2021 6:19:03 PM</p>
<p>Bobby Lippelman blippelman@nassauso.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/19/2021 12:16:29 AM ID: 9edea107-a80b-4193-be3c-693e329255a1</p>	<b>COPIED</b>	<p>Sent: 6/24/2021 6:18:58 PM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/17/2021 6:06:32 PM
Certified Delivered	Security Checked	6/24/2021 6:18:28 PM
Signing Complete	Security Checked	6/24/2021 6:18:40 PM
Completed	Security Checked	6/24/2021 6:18:58 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.