C3-20-239

Nassau County Attorney's Office 96135 Nassau Place, Suite 6 Yulee, FL 32097

Contract CM2565.

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

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

#### Para Cara Englisher

No.	Topic	Details
1	Department	Name: Nassau County Sheriff's Office
2	Vendor	Name: Amelia Walk Homeowners Association
3	Contract	Contract title: Agreement for Traffic Control on Private Roads
		Contract tracking number: CM2565-AR3
		Amount: N/A
		Funding Source: N/A

#### DESIGNATE POR SUBM

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that the term of the Agreement automatically renewed for one (1) year, beginning 6/11/21 and ending 6/10/22, in accordance with the provisions of the Agreement.					
Yours sincerely  Bobby Lippelman	6/25/2021				
Nassau County Sheriff's Office	Date				
Approved by:	6/25/2021				
Procurement	Date				
Megan Dield	6/30/2021				
Office of Management & Budget	Date				
Michael S. Mullin	6/30/2021				
County Attorney	Date				
COUNTY MANAGER - FINAL SIGNATURE APPROVAL					
Taco E. Pope, AICP	6/30/2021				
Taco E. Pope, AICP, County Manager		Date			

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

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

#### WITNESSETH:

WHEREAS, the Association controls all the private roadways (hereinafter referred to collectively as the "Amelia Walk Roadways") more particularly described in Exhibit "A" attached hereto and by reference incorporated herein; and

WHEREAS, pursuant to state statute, the County does not have traffic control jurisdiction over private roads such as those controlled by the Association; and

WHEREAS, Section 316.006(3)(b), Florida Statutes provides that a county may exercise jurisdiction over any private roads if the county and the party owning such roads provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Section 316.006(3)(b), Florida Statutes further provides that, prior to entering into an agreement for traffic control jurisdiction over private roads, the governing board shall consult with the Sheriff; and

WHEREAS, the Association wants the County to exercise traffic control jurisdiction over the Amelia Walk Roadways; and

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

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

WHEREAS, Section 316.006(3)(2) provides *inter alia* that no such agreement shall take effect prior to "October 1<sup>st</sup> of the current year" unless such provision is waived in writing by the Sheriff of the county; and

WHEREAS, the Sheriff has waived the above provision as evidenced by Exhibit "B" attached to this Agreement and incorporated by reference into this Agreement;

**NOW, THEREFORE,** in consideration of the covenants and conditions herein, the County and the Association hereby agree as follows:

#### 1. Recitals

The above recitals are true and correct and are incorporated herein by reference and form a material part of this Agreement.

#### 2. Jurisdiction

The County agrees to exercise jurisdiction over traffic control upon the Amelia Walk Roadways, pursuant to the terms and conditions expressed in Section 316.006(3)(b), Florida Statutes, including without limitation enforcement of multi-party stop signs, pursuant to Sections 316.006(3)(b)4 and 316.123, Florida Statutes, and also subject to the following and conditions:

i. The Association shall obtain traffic enforcement exclusively by employing deputies through the Sheriff's Secondary Employment Program. The employment of deputies through the Sheriff's Secondary Employment Program is expressly subject to all policies and agency directives then established by the Sheriff, and expressly subject to the availability of deputies participating in the Sheriffs Secondary Employment Program. The

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

- ii. Notwithstanding the foregoing, and in addition to any traffic enforcement the Association schedules through the Sheriff's Secondary Employment Program, if a deputy responding to any non-traffic enforcement issue witnesses a traffic violation on Amelia Walk Roadways, he or she may take appropriate enforcement action having jurisdiction, pursuant to this Agreement.
- iii. If a resident of the Amelia Walk Homeowners Association wishes to make a traffic complaint, or to request a traffic enforcement detail, he or she shall contact the Association for further action. If a resident contacts the Sheriff directly with such a complaint or request, he or she shall be directed to the Association.

#### 3. Signage

The Association shall establish the speed limit for the Amelia Walk Roadways and shall be responsible for posting the speed limit by appropriate Department of Transportation approved signage along said roads.

At its option, the Association may install multi-party stop signs if it determines that such signage will enhance traffic safety. Such signs, if any, must conform to the manual and specifications of the Department of Transportation.

The Association shall provide a signed and sealed Engineer Certification in a form acceptable to the Sheriff and Nassau County that the signage, marking and speed limit establishment conform to the Manual on Uniform Traffic Control Devices, and the requirements of the Florida Department of Transportation (FDOT) and Chapter 316, Florida Statutes.

#### 4. <u>Authority in Addition to Existing Authority</u>

Pursuant to this Agreement, the County's exercise of traffic control jurisdiction shall be in addition to the authority presently exercised by the County and/or Sheriff over the Amelia Walk Roadways, and nothing herein shall be construed to limit or remove such authority. The County agrees to continue to provide such police and fire services as are otherwise required by law.

#### 9. Term

The term of this Agreement shall be for one (1) year, commencing on the date of the execution by the last of the parties signing hereto. This Agreement shall thereafter automatically continue for successive one (1) year terms unless terminated by any party by giving thirty (30) days written notice to the other parties. Nothing contained in this paragraph shall limit the right of any party to terminate this Agreement, at any time and for any reason, as outlined further in Paragraph 10 herein. The provisions of Paragraph 8 shall survive the termination of this Agreement.

#### 10. Termination

Should the Sheriff change, modify or abolish the Secondary Enforcement Program causing this Agreement to be impossible to perform, or should the Sheriff determine in the Sheriff's sole discretion that this Agreement should be terminated, the Sheriff shall notify the County and Association of same and this Agreement shall be terminated upon thirty (30) days written notice of termination under this paragraph. Similarly, the County and Association may terminate this Agreement, for any reason, without any cause or breach, upon thirty (30) days written notice to the other parties.

#### 11. Entire Agreement

This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified, except when reduced to writing and executed in the same manner with approval by the Nassau County Board of County Commissioners.

#### 12. *Notice*

All notices to be given shall be in writing and sent by Certified Mail, Return Receipt Requested to the following addresses:

As to the Association:

Amelia Walk Homeowners Association, Inc.

c/o Evergreen Lifestyles Management Attn: Jennifer Erickson, LCAM 10401 Deerwood Park Blvd., Suite 2130 Jacksonville, FL 32256 As to the County:

Mike Mullin, Esquire Nassau County Attorney

96135 Nassau Place, Suite 6

Yulee, FL 32097

As to the Sheriff:

Bill Leeper, Sheriff

Nassau County Sheriff's Office

77151 Citizens Circle Yulee, FL 32097

#### 13. Savings Clause

The parties agree that to the extent any of the written terms of this Agreement, including the indemnification provisions set forth in Paragraph 7, conflict with any provisions of Florida law or statutes, the written terms of this Agreement shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Agreement shall be enforceable, in accordance with and to the greatest extent permitted by Florida law.

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

> BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

**Dated:** 6-11-18

Pat Edwards, Chairman

Attest:

John A. Crawford

Ex-Officio Clerk

Approved as to Form:

Michael S. Mullin, Esquire

Nassau County Attorney

AMELIA WALK HOMEOWNERS ASSOCIATION, INC.

Dated: 4-30-3018

By: Mike Taylor

Its: President

Jennifer Erickson, Manager
Evergreen Lifestyles Management

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper
Sheriff, Nassau County, Florida

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

Bobby Lippelman General Counsel

Nassau County Sheriff's Office

#### EXHIBIT "A"

#### (HAMPTON LAKES LANDS)

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

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

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

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

#### EXHIBIT "B"

## AGREEMENT FOR JURISDICTION ON PRIVATE ROADS AMELIA WALK HOMEOWNERS ASSOCIATION, INC.

#### **WAIVER**

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

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

Dated this /s day of May, 2018.

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper

Sheriff, Nassau County, Florida

#### **Certificate Of Completion**

Envelope Id: A6FEAA8F39CF4592A9CE62CC54B9C3F3

Status: Completed

Subject: Please DocuSign: CM2565-AR3 Amelia Walk Homeowners Association 6.11.21-6.10.22.pdf, CM2565 Amel...

Source Envelope:

Document Pages: 10

Signatures: 5 Initials: 0

Certificate Pages: 6 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator: Amber Carter

acarter@nassaucountyfl.com IP Address: 50.238.237.26

#### Record Tracking

Status: Original

6/17/2021 5:31:57 PM

Holder: Amber Carter

acarter@nassaucountyfl.com

Location: DocuSign

#### Signer Events

Bobby Lippelman

blippelman@nassauso.com

Security Level: Email, Account Authentication

(None)

#### Signature

Bobby lippelman

Signature Adoption: Pre-selected Style Using IP Address: 174.211.230.174

#### **Timestamp**

Sent: 6/17/2021 5:44:46 PM Viewed: 6/19/2021 12:16:29 AM Signed: 6/25/2021 10:16:56 AM

Electronic Record and Signature Disclosure: Accepted: 6/25/2021 10:16:47 AM ID: 1c5223ef-7964-4b87-aa2f-8e4dc6cfac83

Brian Simmons

bsimmons@nassaucountyfl.com

Procurement Manager Nassau County BOCC

Security Level: Email, Account Authentication

(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 50.238.237.26

Sent: 6/25/2021 10:16:57 AM Viewed: 6/25/2021 10:23:55 AM Signed: 6/25/2021 10:24:00 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 Dield

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

Sent: 6/25/2021 10:24:02 AM Viewed: 6/30/2021 1:58:11 PM Signed: 6/30/2021 1:58:18 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: 6/30/2021 1:58:20 PM Viewed: 6/30/2021 4:42:25 PM Signed: 6/30/2021 4:42:30 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

#### Signer Events

Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager

Nassau County BOCC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Editor Delivery Events

In Person Signer Events

Agent Delivery Events

Intermediary Delivery Events

**Certified Delivery Events** 

Carbon Copy Events

Bobby Lippelman blippelman@nassauso.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 6/25/2021 10:16:47 AM

Accepted: 6/25/2021 10:16:47 AM ID: 1c5223ef-7964-4b87-aa2f-8e4dc6cfac83

Amber Carter

acarter@nassaucountyfl.com

Nassau County BOCC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Brenda Linville

blinville@nassauclerk.com

Nassau County Clerk

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Peggy Snyder

psnyder@nassauclerk.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Melissa Lucey

mlucey@nassauclerk.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**Signature** 

Taco E. Pope, AICP

Signature Adoption: Pre-selected Style Using IP Address: 174.211.230.249

Signed using mobile

**Signature** 

**Status** 

**Timestamp** 

Sent: 6/30/2021 4:42:32 PM Viewed: 6/30/2021 6:42:28 PM

Signed: 6/30/2021 6:42:38 PM

Timestamp

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#### **Carbon Copy Events Status Timestamp** Heather Nazworth Sent: 6/30/2021 6:42:43 PM **COPIED** hnazworth@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Tina Barnett Sent: 6/30/2021 6:42:44 PM **COPIED** tbarnett@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jennifer Marlatt Sent: 6/30/2021 6:42:45 PM **COPIED** jmarlatt@nassauclerk.com Security Level: Email, Account Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/17/2021 5:44:46 PM
Certified Delivered	Security Checked	6/30/2021 6:42:28 PM
Signing Complete	Security Checked	6/30/2021 6:42:38 PM
Completed	Security Checked	6/30/2021 6:42:45 PM
Payment Events	Status	Timestamps

**Electronic Record and Signature Disclosure** 

#### 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

#### 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 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 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 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: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

#### 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.