

Contract CM2141,

**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: The Cottages at Stoney Creek Condominium Association, Inc.   |
| 3   | <b>Contract</b>   | Contract title: Agreement for Traffic Control on Private Roads<br>Contract tracking number: CM2141-AR7<br>Funding Account(s): N/A<br>Amount: 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 Agreement for one (1) year, beginning 10/1/2021 and ending 9/30/2022, in accordance with the provision(s) of the Agreement.

Yours sincerely

Bobby Lippelman 9/7/2021  
Nassau County Sheriff's Office Date

Approved by:  
[Signature] 9/7/2021  
Procurement Date

Megan Diehl 9/14/2021  
Office of Management & Budget Date

Michael S. Mullin 9/16/2021  
County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

Taco E. Pope, AICP 9/16/2021  
Taco E. Pope, AICP, County Manager Date



AGREEMENT  
FOR TRAFFIC CONTROL ON PRIVATE ROADS

THIS AGREEMENT is entered into by and between THE COTTAGES AT STONEY CREEK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association"), 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 Association controls all the private roadways (hereinafter referred to collectively as the "Stoney Creek Roadways") within the gated condominium community known as The Cottages at Stoney Creek, A Condominium, 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, Florida Statutes section 316.006(3)(b) 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, Florida Statutes section 316.006(3)(b) 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 Stoney Creek Roadways; and

WHEREAS, pursuant to consultations between the parties and the Sheriff of Nassau County, Florida (hereinafter referred to as the "Sheriff"), the County and the Sheriff are willing to exercise traffic control jurisdiction upon the Stoney Creek Roadways; and

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

WHEREAS, Florida Statutes section 316.006(3)(b)(2) provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county; and

WHEREAS, the Sheriff has waived the above provision as evidenced by Exhibit "B" attached hereto and by reference incorporated herein.

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

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

2. *Jurisdiction.* The County agrees to exercise jurisdiction over traffic control upon the Stoney Creek Roadways pursuant to the terms and conditions expressed in Florida Statutes section 316.006(3)(b), including without limitation enforcement of multiparty stop signs pursuant to Florida Statutes sections 316.006(3)(b)4. and 316.123, and also subject to the following terms and conditions:

i. The Association shall obtain traffic enforcement exclusively by employing deputies through the Sheriff's Secondary Employment Program. The employment of deputies

4. *Authority in Addition to Existing Authority.* The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by the County over the Stoney Creek 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 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 Stoney Creek Roadways shall be apportioned in the manner set forth in the applicable 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 of its 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) 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 Stoney Creek Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within The Cottages at Stoney Creek shall at all times be solely and exclusively the responsibility of the Association.

9. *Term.* The term of this agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this agreement shall thereafter automatically continue for successive one year terms unless terminated by any party by thirty (30) days written notice to the other party. Nothing contained in this paragraph shall limit the right of any party to terminate this agreement as outlined 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 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 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 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:       The Cottages at Stoney Creek  
  Condominium Association, Inc.  
  c/o Joshua K. Martin, Attorney  
  960185 Gateway Boulevard, Suite 104  
  Amelia Island, Florida 32034

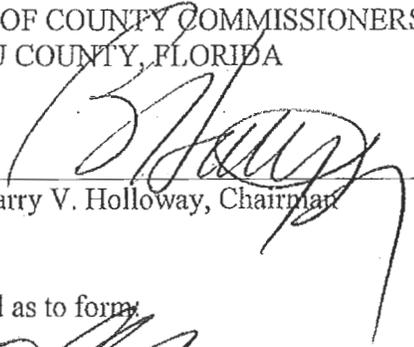
As to the County:            Nassau County Attorney  
  96135 Nassau Place, Suite 6  
  Yulee, Florida 32097

As to the Sheriff:           Bill Leeper  
  Sheriff, Nassau County, Florida  
  76001 Bobby Moore Circle  
  Yulee, Florida 32097

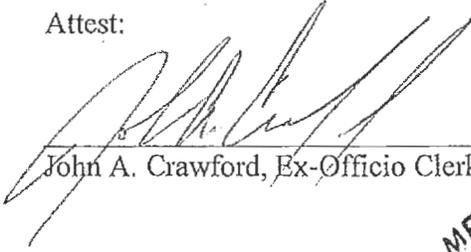
13. *Savings Clause.* The parties agree that to the extent any of the written terms of this agreement including the indemnification provisions set forth in paragraph 7 conflict with any provisions of Florida law or statutes, the written terms of this agreement shall be deemed by any court of competent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

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

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

By:   
Barry V. Holloway, Chairman

Attest:

  
John A. Crawford, Ex-Officio Clerk

MES  
10-01-14

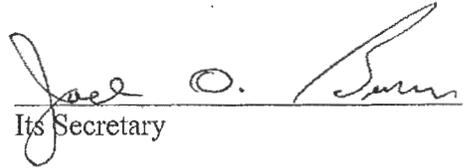
Approved as to form:

  
David A. Hallman, Nassau County Attorney

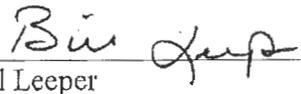
THE COTTAGES AT STONEY CREEK  
CONDOMINIUM ASSOCIATION, INC.

By:   
Campbell Fisher, Its President

Attest:

  
Its Secretary

NASSAU COUNTY SHERIFF'S OFFICE

  
Bill Leeper  
Sheriff, Nassau County, Florida

Date: 9-30-14

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

  
Bobby Lippelman  
General Counsel  
Nassau County Sheriff's Office

AGREEMENT  
FOR TRAFFIC CONTROL ON PRIVATE ROADS

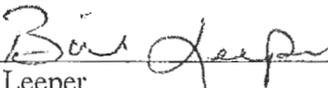
EXHIBIT A: LEGAL DESCRIPTION

A portion of Sections 25 and 26, Township 2 North, Range 28 East, Nassau County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Tract "G" as shown on the plat of Flora Parke Unit 2-A, as recorded in Plat Book 6, Pages 239, 240 and 241 of the Public Records of said County; thence North  $02^{\circ}03'59''$  West, along the Easterly boundary of said Flora Parke Unit 2-A, a distance of 1179.80 feet to a point; thence North  $72^{\circ}46'59''$  West, a distance of 719.14 feet to a point, said point also being situate on the East line of Flora Parke (Plat Book 6, Page 37); thence North  $17^{\circ}13'01''$  East, along said East line, a distance of 538.99 feet to a non-tangent point of a curve concave Northeasterly, and having a radius of 168.00 feet; thence along and around the arc of said curve, through a central angle of  $20^{\circ}50'26''$ , an arc distance of 61.11 feet, and subtended by a chord bearing of South  $62^{\circ}21'45''$  East, and a chord distance of 60.77 feet; thence South  $72^{\circ}46'59''$  East, a distance of 630.39 feet to a point of curve concave Northeasterly and having a radius of 441.98 feet; thence along and around the arc of said curve, through a central angle of  $11^{\circ}32'43''$ , an arc distance of 89.06 feet and subtended by a chord bearing of South  $78^{\circ}33'20''$  East and a chord distance of 88.91 feet to a point; thence South  $03^{\circ}29'14''$  West, a distance of 464.67 feet to a point; thence South  $16^{\circ}35'54''$  East, a distance of 832.91 feet to a point, said point also being situate on the North line of Section 26; thence North  $89^{\circ}54'24''$  East, along last said line, 529.22 feet to the Southwest corner of those certain lands recorded in Official Records Book 1181, Page 1580 of said Public Records; thence North  $00^{\circ}07'36''$  West along the West line of said last mentioned lands, 60.00 feet to the Northwest corner thereof; thence North  $89^{\circ}52'24''$  East, along the North line of said lands, 361.69 feet to a point lying on the Easterly line of those certain lands described in Official Records Book 516, Page 1028 of said Public Records; thence South  $16^{\circ}06'15''$  East, along last said line, 62.41 feet to the Southeast corner thereof, said point lying on said Southerly line of Section 25, said point also lying on the Northerly boundary line of Beachway At Nassau Lakes Unit 1-A, as recorded in Plat Book 6, Pages 199 and 200 of said Public Records; thence South  $89^{\circ}52'24''$  West, along last said line and along the Southerly line of said Section 25, a distance of 233.99 feet to the Northwest corner of said plat of Beachway At Nassau Lakes Unit 1-A; thence South  $18^{\circ}06'55''$  East, along the Westerly boundary of said last mentioned plat and its Southerly prolongation thereof, a distance of 3349.59 feet; thence North  $86^{\circ}59'55''$  West, a distance of 335.92 feet to a point; thence South  $00^{\circ}00'05''$  West, a distance of 273.62 feet to a point; thence South  $37^{\circ}00'05''$  West, a distance of 354.32 feet to a point; thence South  $53^{\circ}00'05''$  West, a distance of 813.04 feet to a point; thence South  $88^{\circ}55'55''$  West, a distance of 159.38 feet to a point; thence North  $11^{\circ}33'11''$  East, a distance of 1152.40 feet to a point; thence North  $02^{\circ}03'59''$  West, a distance of 975.00 feet to a point; thence North  $56^{\circ}15'25''$  West, a distance of 1080.00 feet to a point; thence North  $02^{\circ}03'59''$  West, a distance of 1098.44 feet to the POINT OF BEGINNING.

AGREEMENT  
FOR TRAFFIC CONTROL ON PRIVATE ROADS

EXHIBIT B: WAIVER

I, Bill Leeper, Sherriff of Nassau County, Florida, a Constitutional Officer of the State of Florida, do hereby, in accordance with Florida Statutes section 316.006, waive the right to preclude this agreement from taking effect prior to October 1, beginning of the county fiscal year. In so doing, I, as Sheriff, hereby consent to this agreement attached hereto, having full force and effect upon execution by the parties.

  
\_\_\_\_\_  
Bill Leeper  
Sheriff, Nassau County, Florida

9-30-14  
\_\_\_\_\_  
Date

**Certificate Of Completion**

|   |                            |
|---|----------------------------|
| Envelope Id: F9EAFB43445C4CF9B40986090F4F825D   | Status: Completed          |
| Subject: Please DocuSign: CM2141-AR7 The Cottages at Stone Creek 10.1.21-9.30.22.pdf, CM2141 Cottages At... |                            |
| Source Envelope:  |                            |
| Document Pages: 9   | Signatures: 5              |
| Certificate Pages: 6  | Initials: 0                |
| AutoNav: Enabled  | Envelope Originator:       |
| Envelope Stamping: Enabled  | Amber Carter               |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada)   | acarter@nassaucountyfl.com |
|   | IP Address: 50.238.237.26  |

**Record Tracking**

|                      |                            |                    |
|----------------------|----------------------------|--------------------|
| Status: Original     | Holder: Amber Carter       | Location: DocuSign |
| 9/7/2021 10:48:53 AM | acarter@nassaucountyfl.com |                    |

**Signer Events**

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

**Signature**

*Bobby Lippelman*

**Timestamp**

Sent: 9/7/2021 10:51:51 AM  
 Viewed: 9/7/2021 10:52:15 AM  
 Signed: 9/7/2021 10:52:23 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 74.254.96.62

**Electronic Record and Signature Disclosure:**

Accepted: 9/7/2021 10:52:15 AM  
 ID: feb52bea-4d5a-4a8c-8f3f-239211fd88e2

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

*Brian Simmons*

Sent: 9/7/2021 10:52:25 AM  
 Viewed: 9/7/2021 1:07:51 PM  
 Signed: 9/7/2021 1:07:58 PM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 50.238.237.26

**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*

Sent: 9/7/2021 1:08:00 PM  
 Viewed: 9/14/2021 4:33:01 PM  
 Signed: 9/14/2021 4:33:06 PM

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

**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*

Sent: 9/14/2021 4:33:08 PM  
 Viewed: 9/16/2021 8:05:05 AM  
 Signed: 9/16/2021 8:05:13 AM

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

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

|  |   |  |
|--|---|--|
| Taco E. Pope, AICP<br>tpope@nassaucountyfl.com<br>County Manager<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.238.237.26<br>Signed using mobile | Sent: 9/16/2021 8:05:15 AM<br>Viewed: 9/16/2021 9:13:45 AM<br>Signed: 9/16/2021 9:13:56 AM |
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| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

|  |   |                            |
|--|---|----------------------------|
| Amber Carter<br>acarter@nassaucountyfl.com<br>Nassau County BOCC<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign |  | Sent: 9/16/2021 9:13:58 AM |
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|--|---|----------------------------|
| Bobby Lippelman<br>blippelman@nassauso.com<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 9/7/2021 10:52:15 AM<br>ID: feb52bea-4d5a-4a8c-8f3f-239211fd88e2 |  | Sent: 9/16/2021 9:13:59 AM |
|--|---|----------------------------|

|   |   |                            |
|---|---|----------------------------|
| Brenda Linville<br>blinville@nassauclerk.com<br>Nassau County Clerk<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign |  | Sent: 9/16/2021 9:14:00 AM |
|---|---|----------------------------|

|   |   |                            |
|---|---|----------------------------|
| Peggy Snyder<br>psnyder@nassauclerk.com<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign |  | Sent: 9/16/2021 9:14:01 AM |
|---|---|----------------------------|

|   |   |                            |
|---|---|----------------------------|
| Melissa Lucey<br>mlucey@nassauclerk.com<br>Security Level: Email, Account Authentication (None)<br><br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign |  | Sent: 9/16/2021 9:14:02 AM |
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| Carbon Copy Events  | Status        | Timestamp                  |
|---|---------------|----------------------------|
| Heather Nazworth<br>hnazworth@nassauclerk.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <b>COPIED</b> | Sent: 9/16/2021 9:14:02 AM |
| Tina Barnett<br>tbarnett@nassauclerk.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign      | <b>COPIED</b> | Sent: 9/16/2021 9:14:03 AM |
| Jennifer Marlatt<br>jmarlatt@nassauclerk.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign  | <b>COPIED</b> | Sent: 9/16/2021 9:14:04 AM |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status           | Timestamps           |
|-------------------------|------------------|----------------------|
| Envelope Sent           | Hashed/Encrypted | 9/7/2021 10:51:51 AM |
| Certified Delivered     | Security Checked | 9/16/2021 9:13:45 AM |
| Signing Complete        | Security Checked | 9/16/2021 9:13:56 AM |
| Completed               | Security Checked | 9/16/2021 9:14:04 AM |

| Payment Events                                    | Status | Timestamps |
|---|--------|------------|
| <b>Electronic Record and Signature Disclosure</b> |        |            |

## **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.