

TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS TRAFFIC CONTROL JURISDICTION AGREEMENT (“Agreement”), made and entered into this 22nd day of July, 2024 (“**Effective Date**”), by and between the Board of County Commissioners of Nassau County, Florida, as the governing body of Nassau County, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the “**County**”), the Sheriff of Nassau County, Florida, a constitutional officer of the State of Florida, whose address is 77151 Citizens Circle, Yulee, Florida 32097 (the “**Sheriff**”), and East Nassau Stewardship District, whose address is c/o Wrathell Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), the boundaries of which represent a mixed-use community wholly located within Nassau County, Florida, more particularly described in Exhibit “A”, attached hereto and incorporated herein by reference (“**Development**”). Each of the District, the County and the NCSO are individually a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the District is a local unit of special-purpose government established by and existing under and pursuant to Chapter 2017-206, Laws of Florida, and the Uniform Special District Accountability Act, Chapter 189, Florida Statutes, as amended (“**Act**”); and

WHEREAS, Section 335.01, Florida Statutes provides for the designation and systematization of public roads. It provides in part that “[a]ll roads which are open and available for use by the public and dedicated to the public use, according to law or by prescription, are hereby declared to be, and are established as, public roads.”; and

WHEREAS, certain public roads¹ within the Development are public roads that either the County or the District owns, controls and maintains, including any future public roads within the Development to be planned, designed, developed, platted and constructed, in accordance with the Act and other applicable law; and

WHEREAS, Section 316.006(3)(a), Florida Statutes, provides that the County shall have original jurisdiction over all streets and highways located within their boundaries, including those streets designated as Golf Cart Roadways as such term is defined in County Resolution No. 2022-215, passed and adopted by the County on December 12, 2022, as the same may be supplemented or amended from time to time;

WHEREAS, Section 316.006 (3)(b), Florida Statutes, further provides that the County may exercise jurisdiction over “roads owned or controlled by a special district” by an agreement; and

¹ For clarity, only the public roadways within the boundaries of the District more particularly described in Exhibit “A” are subject to this Agreement; any existing and future private roadways to be owned and maintained by a homeowners’ association, property owners’ association or another third-party not the District or County will not be subject to this Agreement.

WHEREAS, the District wishes to specifically grant to the County and the NCSO the power and authority to enforce traffic control over the roads within the Development, and to grant a limited easement for ingress and egress for said purpose; and

WHEREAS, the Board of Supervisors ("**Board**") of the District, at a duly noticed meeting, passed and adopted a resolution for the enforcement of traffic laws of the State of Florida and County by the County and Sheriff, over the roads of the Development, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the County and Sheriff are willing to exercise traffic control jurisdiction over the roads of the Development pursuant to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by Sheriff, County and District as having been given and received in full, Sheriff, County and District intend to be legally bound and hereby agree as follows:

1. Recitals. The above recitations are true and correct and by this reference are incorporated herein.

2. Establishment of Jurisdiction and Services. The District hereby expressly agrees to authorize, confer and convey jurisdiction to the Sheriff and County for enforcement of the traffic laws of the State of Florida and the County upon the roads of District, as further identified and defined herein, pursuant to the authority, terms, and conditions expressed in Section 316.006 (3)(b), Florida Statutes. The District, Sheriff and County may from time to time establish an understanding, via a written agreement, for the reimbursement of actual costs of routine patrol law enforcement services or traffic control and enforcement within the District without the need to amend this Agreement, as any mutually agreeable understanding or agreement shall be authorized by this Agreement and the provisions of Section 316.006, Florida Statutes. Should District desire to request additional patrol or other law enforcement services from Sheriff beyond or in addition to what Sheriff would otherwise provide within Nassau County but outside the jurisdiction of District (as elaborated further in paragraph 5(e) herein), the District shall obtain these additional services 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.

3. Representation and Warranty. The County and the District each represents and warrants that each entity owns, controls and maintains the respective roadways within the Development and that all streets, roads and traffic signs are in compliance with the Department of Transportation's rules and regulations as they are applicable to Florida law.

4. Streets and Signage. The District agrees to ensure all streets, roads and traffic signs are erected on its roadways within the Development in compliance with the Department of Transportation's rules and regulations as they are applicable to Florida law. This includes stop signs, speed limit signs, crosswalks and yield signs. Minimum traffic volumes may not be required for the installation of such signage. District shall bear the cost for any and all signage on its roads. Any enforcement for the signage shall be as provided in Chapter 316, Florida Statutes. This Paragraph does not, however, amend, modify or impose any obligation or duty upon the District to provide, operate or maintain applicable signage on County roadways for which responsibility is with the County.

5. Authority.

- a. In providing the Services, Sheriff shall exercise their authority in the Development's geographical area pursuant to this Agreement and authority granted by the laws of the State of Florida, including but not limited to the laws set forth under Chapters 316, 318, 320, 322 and 325, Florida Statutes.
- b. The rendition of the Services, standards of performance, discipline and other matters incident to the performance of such Services, including, but not limited to the control of personnel employed, shall be within the sole discretion of Sheriff.
- c. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by Sheriff under law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.
- d. The District shall not take any action which would hinder, obstruct, delay, thwart or impede Sheriff's right to exercise its authority granted by the laws of the State of Florida, as determined by Sheriff.
- e. District expressly understands and agrees that nothing contained in this Agreement is intended to confer in favor of District a level of traffic enforcement greater than County or Sheriff owes to the general public. Specifically, the Parties recognize that Sheriff, in its sole discretion, determines the allocation, disposition, assignment and function of their law enforcement personnel. Further, it is understood and agreed that the discretion of whether to enforce traffic laws and the manner of enforcement, if any, is within the sole discretion of the Sheriff, and this Agreement does not confer upon District any authority over the Sheriff.

6. Term and Termination. The term of this Agreement shall be for five (5) calendar years, commencing on the Effective Date, and this Agreement shall thereafter renew for one (1) additional five (5) year term upon written request of the District at least sixty (60) days prior to

the expiration of the initial term, and contingent upon approval by the County and the Sheriff. Notwithstanding the foregoing, any of the Parties hereto may terminate this Agreement, without cause, for any reason whatsoever, upon thirty (30) days prior written notice to the non-terminating Parties.

7. Disposition of Revenues. All civil penalties received by a county court for traffic citations issued for violations of traffic laws on the roads of the Development, shall be apportioned in the manner set forth in Florida Statutes Section 318.21.

8. Signage and Road Maintenance and Repair. Neither the existence of, nor anything contained in, this Agreement shall amend, modify or impose any obligation or duty upon the County or Sheriff to provide any operation or maintenance of, or drainage related to, the roads within the Development. Each Party shall at all times remain solely responsible for the maintenance, repair, and signage of its roads within the Development, as existed previous to the execution of this Agreement.

9. Notices. All notices and or inquiries required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the Party to whom such notice is to be given. Notices are to be mailed to the following:

NASSAU COUNTY SHERIFF'S OFFICE
 Nassau County Sheriff's Office
 77151 Citizens Circle, Yulee, FL 32097
 Attn: Bobby Lippelman, General Counsel
blippelman@nassauso.com

THE DISTRICT
 East Nassau Stewardship District
 2300 Glades Rd., Ste. 410W, Boca Raton, FL 33431
 Attn: Craig Wrathell, District Manager
wrahellc@whhassociates.com

with a copy to:

Kutak Rock LLP
 107 W. College Ave., Tallahassee, FL 32301
 Attn: Jonathan Johnson, District Counsel
Jonathan.Johnson@kutakrock.com

THE COUNTY
 Denise C. May, Esq.
 County Attorney
 96135 Nassau Place

Suite 6
Yulee, FL 32097

10. 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 NCSO than that to which they would ordinarily be subjected.

11. Reciprocal Indemnification and Sovereign Immunity. Each Party agrees to protect, defend, reimburse, indemnify and hold each other Party and their respective agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of its performance of the terms of this Agreement, to the extent caused by, its officers, agents or employees and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law. The Parties agree that no provision of this Agreement constitutes a waiver by the County, Sheriff or the District of sovereign immunity, as set forth in Section 768.28, *Florida Statutes*, or other statute or law. The provisions contained in this Section will survive the expiration or termination of Services under this Agreement.

12. Severability. In the event that any provision of this Agreement is held or determined invalid or unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect and unaffected by such holding or determination.

13. No Waiver. A failure on the part of Sheriff, County or District to enforce any particular provision of this Agreement shall not serve as a waiver thereof, nor a waiver of any of the remaining terms contained herein.

14. Entire Agreement. This Agreement, including exhibits and counterparts hereto, contains the final, complete and entire agreement between the Parties respecting the matters set forth herein and supersedes all prior statements, representations, contracts, and agreements between the Parties respecting such matters.

15. Jurisdiction and Venue. This Agreement shall be construed by and governed by the laws of the State of Florida. The Parties to this Agreement agree that this Agreement was entered into in Nassau County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Agreement, or any exhibits attached hereto and any collateral documents referenced herein, then the exclusive venue shall lie solely in the court of appropriate jurisdiction in Nassau County, Florida.

16. Attorney's Fees. Each Party agrees to pay their respective attorneys' fees, costs, and expenses incurred in connection with this Agreement.

17. Authority. Each Party represents and warrants to the other Party that it has all power and authority to enter into and all necessary consents and approvals of any persons,

entities and governmental or regulatory authorities have been obtained to effectuate the validity of this Agreement.

18. Insurance. The District shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at its own expense, liability insurance as required under Section 316.006, Florida Statutes. The District shall provide proof of insurance annually to Sheriff and County.

19. Waiver of October 1st date. Section 316.006(3)(b)(2), Florida Statutes, provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provisions is waived in writing by the Sheriff of the County. The undersigned, County and Sheriff, hereby waive the provision set forth in Section 316.006(3)(b)(2), Florida Statutes. See Exhibit "C".

20. Headings. The headings on each paragraph are for convenience of the Parties and shall not be construed to alter or amend any provisions of this Agreement.

21. Integration and Modification Clause. This Agreement contains the entire understanding between the Parties, and the Parties hereby warrant that they have not relied on any verbal representation, advertising, portrayals, or promises other than what is contained herein. This Agreement may not be modified, amended, or rescinded except by a written agreement signed by the Parties.

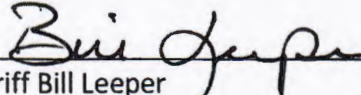
22. Interpretation. Each Party to this Agreement and their counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

23. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts. Additionally, the Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

[signature on next page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year first above written.

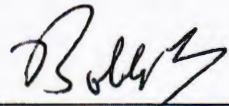
NASSAU COUNTY SHERIFF'S OFFICE



Sheriff Bill Leeper

6-3-2024
Date

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



Bobby Lippelman
General Counsel

6/3/24
Date

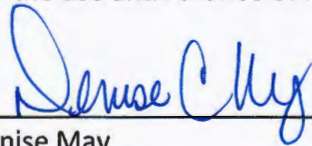
NASSAU COUNTY, BOARD OF COUNTY COMMISSIONERS



John F. Martin, Chairman
For the Board of County Commissioners
Nassau County, Florida

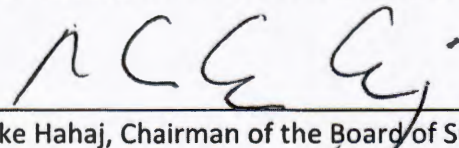
7/22/2024
Date

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



Denise May
County Attorney
Nassau County, Florida

EAST NASSAU STEWARDSHIP DISTRICT



Mike Hahaj, Chairman of the Board of Supervisors

Date: 5/9/2024

Exhibit “A” Development

Street Names	
Daydream	Muhly Grass Street
Wildlight Ave	Salt Meadow Loop
Floco Ave	Saw Palmetto Street
Dog Trot Street	Shortleaf Lane
Julep Street	Buttonwood Loop
Ponder Circle	Sweetgum Street
Morning Ray Way	Blue Daze Street
Slash Pine Place	Palmetto Place
Sawgrass Drive	Breezeway Street

The Roadways **Daydream Avenue, Floco Avenue, Dog Trot Street, Julep Street, Ponder Circle, and Morning Ray Way** as shown and designated on Plat of East Nassau – Wildlight Phase 1a, recorded in the Official Records of Nassau County, Florida, at Plat Book 8, Pages 203-213, inclusive.

The Roadway **Wildlight Avenue** as shown and designated on Plat of Market Street Office Site, recorded in the Official Records of Nassau County, Florida, at Plat Book 8, Pages 156-160, inclusive, and as also shown and designated on Plat of East Nassau – Wildlight PDP 3 / Pod 5, recorded in the Official Records of Nassau County, Florida, at Official Records Book 2546, Pages 1608-1613, inclusive.

The Roadways **Sawgrass Drive, Buttonwood Loop, Sweetgum Street, Blue Daze Street, and Palmetto Place** as shown and designated on Plat of East Nassau – Wildlight Phase 1c-1, recorded in the Official Records of Nassau County, Florida, at Official Records Book 2347, Pages 1911-1915, inclusive.

The Roadway **Breezeway Street** as shown and designated on Plat of East Nassau – Wildlight Phase 1c-West, recorded in the Official Records of Nassau County, Florida, at Plat Book 2239, Pages 1149-1150, inclusive.

The Roadways **Slash Pine Place, Sawgrass Drive, Muhly Grass Street, Salt Meadow Loop, Saw Palmetto Street, and Shortleaf Lane** as shown and designated on Plat of East Nassau – Wildlight Phase 1c-2, recorded in the Official Records of Nassau County, Florida, at Official Records Book 2447, Pages 43-48, inclusive.

Exhibit "B"
Resolution of District

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT REGARDING ENFORCEMENT OF TRAFFIC LAWS; REQUESTING EXERCISE OF COUNTY JURISDICTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Whereas, the East Nassau Stewardship District (“**District**”) is a local unit of special-purpose government established by and existing under and pursuant to Chapter 2017-206, Laws of Florida, and the Uniform Special District Accountability Act, Chapter 189, Florida Statutes, as amended (“**Act**”); and

Whereas, Nassau County, Florida (“**County**”) and the District each owns and maintains certain public roadways¹ within the District boundaries, as such boundaries were established by the Act and as depicted in **Exhibit A**, or each will, in the future, own and maintain future public roadways to be planned, designed, developed, platted and constructed within the District boundaries, as such roadways are constructed and dedicated as public roadways for maintenance by the County or the District, as applicable; and

Whereas, as a special-purpose governmental entity, the District is a public entity and, therefore, its roadways are public that the general public has rights to travel thereon; and

Whereas, Section 335.01, Florida Statutes, provides for the designation and systematization of public roads and provides in pertinent part that “[a]ll roads which are open and available for use by the public and dedicated to the public use, according to law or by prescription, are hereby declared to be, and are established as, public roads.”; and

Whereas, Section 316.003(87), Florida Statutes, defines “street or highway” as “the entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic;” and

Whereas, the District’s roadways are public roads and constitute public streets or highways pursuant to Chapters 335 and 316, Florida Statutes; and

Whereas, Section 316.006(3)(a), Florida Statutes, provides that counties shall have original jurisdiction over all streets and highways located within their boundaries, including those streets designated as Golf Cart Roadways as such term is defined in County Resolution No. 2022-215, passed and adopted by the County on December 12, 2022, as the same may be supplemented or amended from time to time;

¹ For clarity, only the existing and future public roadways within the boundaries depicted in Exhibit A are subject to this Resolution and the agreement attached as Exhibit B; any existing and future private roadways to be owned and maintained by a homeowners’ association, property owners’ association or another third-party not the District or County will not be subject to this Resolution and Exhibit B.

Whereas, Section 316.006 (3)(b), Florida Statutes, further provides that a county may exercise jurisdiction over "roads owned or controlled by a special district" by agreement; and

Whereas, the District finds it is in the interest of public safety and the welfare of the District's property owners and residents to express its assent to the jurisdiction of the County and the Nassau County Sheriff ("Sheriff") over the roadways within its boundaries and take such steps as the County may reasonably request in connection therewith; and

Whereas, the Sheriff has requested that the District provide written confirmation of County's jurisdiction over public roadways within the District in order to provide traffic control services over the public roadways within the District, which such confirmation may be evidenced by an agreement substantially in the form provided in Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:

SECTION 1. All of the above representations, findings, and determinations are recognized as true and accurate, and are expressly incorporated into this resolution.

SECTION 2. The District hereby adopts and approves in substantial form the agreement attached hereto as Exhibit B and directs District staff to finalize such agreement and authorizes the Chair or Vice-Chair to approve such agreement in final form and secure execution of same.

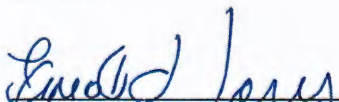
SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.


SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of January 2023.

ATTEST:

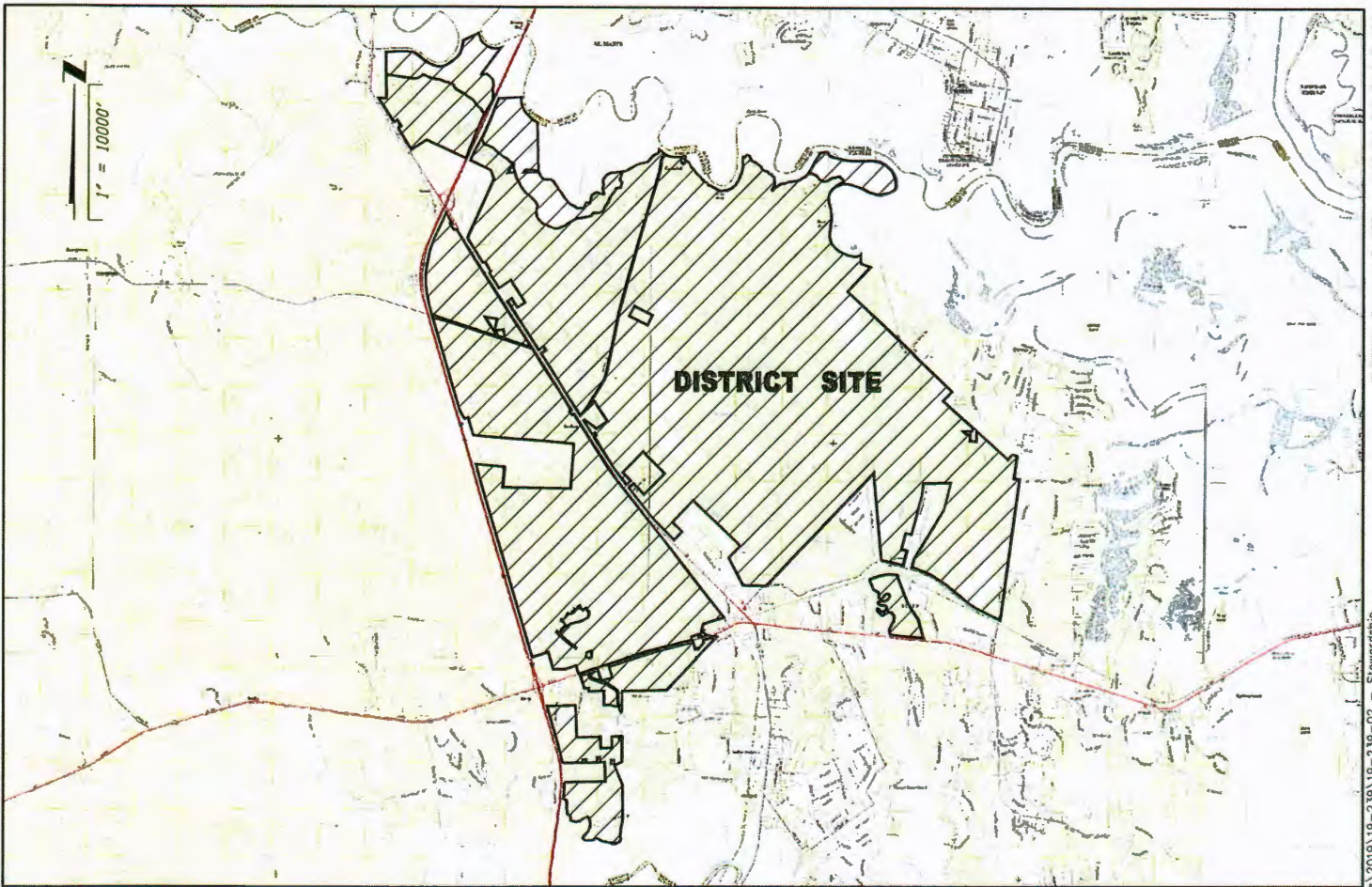
EAST NASSAU STEWARDSHIP DISTRICT


Secretary/Assistant Secretary


Chairman, Board of Supervisors

- Exhibit A** District Boundaries
- Exhibit B** Form of Agreement for Traffic Enforcement

Exhibit A District Boundaries



PLOTTED: February 5, 2021 - 3:22 PM, BY: Zach Brecht
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ETM
VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.
14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
CA - 00002584 LC - 0000316

LOCATION MAP
EAST NASSAU STEWARDSHIP DISTRICT

ETM NO. 19-239-02-002
DRAWN BY: LOL
DATE: JANUARY 5, 2021
PLATE NO. 1

Exhibit B Form of Agreement for Traffic Enforcement

Exhibit "C"
Waiver

**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS
BETWEEN EAST NASSAU STEWARDSHIP 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 11th day of June, 2024.

NASSAU COUNTY SHERIFF'S OFFICE



Bill Leeper, Sheriff

