

SHAB v. NASSAU - PROPOSED TERMS SHEET
8/15/25

CS-24-542

Shared Working Draft - Redline

(1) COUNTY AND SHAB JOINT PROPOSED TERMS

- A. Within three (3) business days of the execution of this proposed terms sheet, SHAB and the County shall jointly file an agreed motion to abate this case, requesting ninety (90) days from the date of execution of this proposed terms sheet to: (i) enable the County to obtain approval of this terms sheet, (ii) enable the parties to jointly draft a formal settlement agreement in conformity with these terms, (iii) enable the County to obtain BOCC approval of the final settlement agreement, and (iv) enable the parties to execute the final approved settlement.
- B. All parties shall bear their own attorney's fees and costs.

(2) COUNTY PROPOSED TERMS

- A. County acknowledges that Mr. Taco Pope has authority to recommend approval of this Proposed Terms Sheet to the Nassau County Board of County Commissioners ("BOCC").
- B. Mr. Pope will recommend approval of the terms herein to the Board and the Board will consider and act upon that recommendation at a special meeting within thirty (30) days of the date of the execution of this Proposed Terms Sheet.
- C. County shall seek all appropriate permits to move the Lewis Street beach access point from Lewis Street to Burney Park, and if and when the Lewis Street beach access point is moved to Burney Park pursuant to all appropriate permits, the Lewis Street access point will be closed to vehicular access.
- D. County will move the "no motor vehicles" sign to southern boundary of south end of beach access in strict compliance with the text of Ch. 89-445, SB 1577, to:

The southerly end of Amelia Island from the Nassau Sound side to the developed resort area parcel on the Atlantic Ocean side.
- E. County shall install and maintain four (4) additional 10 mph speed limit signs on American Beach.

**CONFIDENTIAL MEDIATION COMMUNICATION PROTECTED BY §44.405, FLA. STAT. AND
FEDERAL RULE 33 MD FLA LOCAL RULE 4.03(g); DO NOT PRODUCE OR DISTRIBUTE**

- F. County shall install and maintain “Conservation Zone Do Not Enter” signs every 60 feet (one at each conservation zone demarcation post) along American Beach.
- G. County shall annually review the permanent line of vegetation and adjust the conservation zone.
- H. County shall draft and send instructions to its Security Contractor, which, at a minimum, shall address the following subjects and ensure Security Contractor’s strict compliance with same:
 - i. Security Contractor will strictly enforce prohibitions on access to, use of, or placement of personal property in, the established conservation area;
 - ii. Security Contractor will strictly enforce posted speed limits in conjunction with law enforcement agencies; and
 - iii. Security Contractor logs will be accurately kept, including the name and all other information required by County Ordinance, and provided to County staff on a monthly basis.
- I. The County shall coordinate with the Nassau County Sheriff to ensure compliance with the provisions of section H. above and the County’s ordinances.
- J. County shall ensure that prohibited personal property as defined by Nassau County Ordinance 23 ½-25(b), on American Beach will be removed on a daily basis.
- K. County shall hold, at a minimum, one (1) annual public education workshop regarding turtle protections which shall be open to the public.
- L. County shall add “American Beach” to ordinance 23 1/2-20(c).

(3) SHAB PROPOSED TERMS

- A. Within three (3) business days of execution of the final settlement agreement by all parties, SHAB shall file notice of voluntary dismissal of its suit with prejudice as to SHAB, and each of its board members, individually, with all parties to bear their own attorney’s fees and costs.

(SIGNATURE PAGE FOLLOWS)

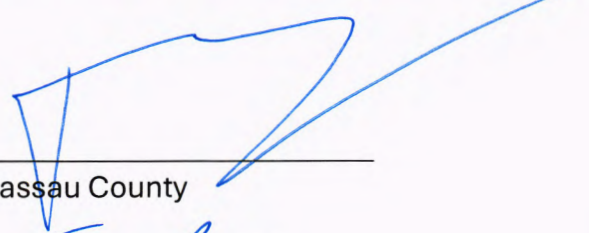
Mark C. Dawkins

Save Historic American Beach, Inc.

By: Mark C. Dawkins

Its: Chair

Date: 8/15/25



Nassau County

By: Taco Pope

Its: County Manager

Date: 8/15/25

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

**SAVE HISTORIC AMERICAN
BEACH INC.,** a Florida
Not-for-Profit Corporation,

Plaintiff,

v.

Case No. 3:25-cv-00467-TJC-SJH

NASSAU COUNTY FLORIDA, a
Political Subdivision of the State of
Florida,

Defendant.

_____ /

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (this “Agreement”) is entered by and between Save Historic American Beach Inc. (“Plaintiff” or “SHAB”) and Defendant, Nassau County, Florida (“Defendant” or “County”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Nassau County is a political subdivision of the State of Florida with a physical address of 96135 Nassau Pl., Suite 1, Yulee, FL 32097.

WHEREAS, Save Historic American Beach Inc. is a Florida not for profit corporation with a principal address and mailing address of 1830 Lewis Street, Fernandina Beach, Florida 32034.

WHEREAS, the Plaintiff filed a Complaint against Defendant in the United States District Court for the Middle District of Florida, Jacksonville Division, in the

above referenced case, seeking relief under the Endangered Species Act arising out of the alleged take of protected sea turtles on historic American Beach in Nassau County, Florida.

WHEREAS, after a hearing on Plaintiff's Motion for Preliminary Injunction in which the Court denied the Plaintiff's Motion for Preliminary Injunction, the Parties agreed to mediate the case.

WHEREAS, on August 11, 2025, the County approved a Resolution adopting the Nassau County Beaches Protected Species Management Plan and amendments to Chapter 23 ½ of the Nassau County Code to provide for additional protections for sea turtles.

WHEREAS, the Parties and their respective counsel voluntarily participated in mediation on August 15, 2025, pursuant to a mediation agreement before mediator Bram Cantor.

WHEREAS, the Parties acknowledge and agree that they are voluntarily entering into this Agreement to avoid the cost and expense of litigation, and to resolve their disputes in this case.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. **Recitals.** The Parties agree that the above recitals are true and correct and are incorporated herein by reference as part of this Agreement.
2. **Lewis Street Beach Vehicular Access Potential Relocation.** The

County shall seek all appropriate permits as expeditiously as possible to move the Lewis Street beach vehicular access point from Lewis Street to Burney Park, and if and when the Lewis Street access point is moved to Burney Park pursuant to all appropriate permits, the Lewis Street access point will be closed to vehicular access.

3. **Signage at Southern Boundary.** The County will move the “no motor vehicles” sign at the southern boundary of the south end of beach access in strict compliance with the text of Chapter 89-445, Laws of Florida, (Senate Bill 1577), to:

The southerly end of Amelia Island from the Nassau Sound side to the developed resort area parcel on the Atlantic Ocean side.

This also is in strict compliance with the Prohibited Beach Driving Areas map attached hereto as Attachment A dated 6/11/2025 which Nassau County “prepared using Laws of Florida Chapter 89-445 (Senate Bill 1577) filed in the Office of the Secretary of State on June 28, 1989, Nassau County Ordinance 89-23 and the Final Judgement for Cases 90-397-CA/90-529-CA done and ordered on April 28, 1992.”

4. **Speed Limit Signs.** The County shall install and maintain four (4) additional 10 mph speed limit signs on American Beach.

5. **Conservation Zone Signs.** The County shall install and maintain “Conservation Zone Do Not Enter” signs approximately every 60 feet (one at each conservation zone demarcation post) along American Beach. The County will ensure that each sign is placed at a minimum and approximately 10 feet from the permanent line of native vegetation, as determined by the County’s designee,

consistent with the Nassau County Beaches Protected Species Management Plan in all areas within the County's jurisdiction where beach driving is permitted.

6. **Adjustment of Conservation Zone.** The County shall at least annually review the permanent line of vegetation and adjust the conservation zone, if necessary, by May 1 consistent with the Nassau County Beaches Protected Species Management Plan.

7. **Security Contractor Requirements.** The County shall draft and send instructions to its Security Contractor, which, at a minimum, shall address the following subjects and ensure Security Contractor's strict compliance with same:

- a. Security Contractor will strictly enforce prohibitions on access to, use of, or placement of personal property in, the established conservation zone;
- b. Security Contractor will strictly enforce posted speed limits in conjunction with law enforcement agencies; and
- c. Security Contractor logs will be accurately kept, including the name and all other information required by County Ordinance, and provided to County staff on a monthly basis.

8. **Coordination with Nassau County Sheriff.** The County shall coordinate with the Nassau County Sheriff to ensure compliance with the County's ordinances and the provisions of section 7, above.

9. **Removal of Prohibited Personal Property.** The County shall ensure

that prohibited personal property, as defined by Nassau County Ordinance 23 ½-25(b), on American Beach will be removed on a daily basis.

10. **Annual Workshops.** The County shall hold, at a minimum, one (1) annual public education workshop prior to the start of the turtle nesting season on May 1 regarding turtle protections which shall be open to the public.

11. **Ordinance Revision.** The County shall add the words “American Beach” to Ordinance 23½-20(c).

12. **Dismissal.** Within three (3) business days of execution of this Agreement by all parties, SHAB shall file a notice of voluntary dismissal of the above captioned suit with prejudice as to SHAB, and each of its board members, individually, with all Parties to bear their own attorney’s fees and costs.

13. **Headings.** The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

14. **Severability.** If any court of competent jurisdiction shall deem that any portion or subject matter of this Agreement shall be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

15. **Acknowledgement.** The Parties acknowledge and agree that they have read and understand all terms and conditions set forth herein and have executed this Agreement voluntarily, with full knowledge of its significance and after consultation with legal counsel.

16. **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties. Any current or prior understandings, statements, representations, and agreements, oral or written, if not specifically expressed in this Agreement, are void, have no effect and should not be relied upon. The Parties expressly acknowledge that they have not relied upon such items, have conducted their own due diligence, and expressly waive any claims arising out of any prior or oral understandings, statements, representations, or agreements which are not set forth in this Agreement. The waiver by each Party hereto of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision hereof, nor shall any failure to enforce any provision hereof operate as a waiver at such time or at any future time of such provision or of any other provision hereof.

17. **Choice of Law.** This Agreement is made and entered into in the State of Florida and will in all respects be interpreted, enforced, and governed under federal law and the laws of Florida.

18. **Counterparts.** This Agreement may be signed in one or more counterparts and via electronic or facsimile signatures, each of which shall be deemed originals.

19. **Representation by Counsel.** Each of the Parties to this Agreement has been represented by counsel of its own choosing in connection with the negotiation and preparation of this Agreement, has been fully informed by its counsel as to the

meaning and legal significance of this Agreement and, based upon such representation and advice, knowingly and voluntarily agrees to be bound by the terms of this Agreement. To the extent any ambiguity exists in the interpretation of this Agreement, it is the intent of the Parties that neither shall be construed to be the drafter of the Agreement.

20. **Authority to Enter Agreement.** The Parties represent and warrant that each has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.

21. **Binding Effect of Agreement.** This Agreement shall inure to the benefit of and shall be binding upon the successors, assigns, representatives, and beneficiaries of the Parties, and each of them.

22. **Amendment or Modification.** This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.

23. **Waiver.** Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.

24. **Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement,

on any person other than the Parties. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.

25. **Agency.** No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.

26. **Computation of Time.** In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.

27. **Police Powers.** Nothing in this Agreement shall be deemed a waiver of any Party's police powers.

28. **Sovereign Immunity.** The County expressly retains all rights, benefits, and immunities of sovereign immunity pursuant to section 768.28, Florida Statutes. Notwithstanding anything outlined in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the

amount and liability of the County for damages, attorney fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party to allow any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or operation of law. The provisions contained herein shall survive the termination of this Agreement.

29. **Fiscal Year.** The obligations of the County to expend funds under this Agreement are limited to the availability of funds appropriated in a current fiscal period, and continuation of the expenditure of funds under this Agreement into a subsequent fiscal period, regardless of the Agreement term, and are subject to appropriation and the availability of funds in accordance with Florida law.

30. **Governmental and Property Owner Approvals.** All obligations of the County under this Agreement are subject to all necessary governmental approvals, including without limitation, permits from the applicable federal, state, and county agencies and any consent from affected private property owners to the extent that the scope of a project requires work to be performed on private property.

31. **Notice.** All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified

mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

NASSAU COUNTY:
Attn: County Attorney
96135 Nassau Place, Suite 6
Yulee, Fl. 32097

SHAB:
Mark C. Dawkins, Chair
Save Historic American Beach Inc.
1830 Lewis Street Fernandina Beach, FL 32034

32. **Order of Execution.** This Agreement shall be executed by SHAB first and then presented to the County. The County will then present the Agreement to the Board of County Commissioners of Nassau County for a vote, and subsequent execution by the County if approved.

33. **Effective Date.** This Agreement shall become effective on the date it is executed by all the Parties. The last date of execution by all the Parties shall be known as the "Effective Date" of this Agreement.

[Signature Pages Below]

NASSAU COUNTY, FLORIDA

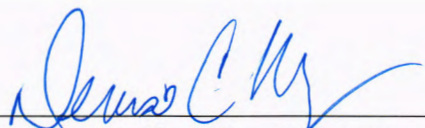
Signature: 

Print Name: A.M. HUPPMAN

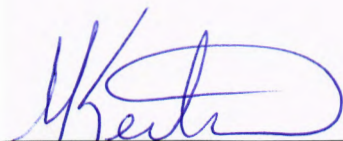
Title: CHAIRMAN

Date: 9/17/25

Approved as to Form and Correctness:


Denise C. May, County Attorney

ATTEST: [Seal]


County Clerk



SAVE HISTORIC AMERICAN BEACH INC.

Signature: Mark C. Dawkins

Print Name: Mark C. Dawkins

Title: Chair

Date: 9/8/2025

ATTACHMENT A
TO THE
MEDIATED SETTLEMENT AGREEMENT

Prohibited Beach Driving Areas



Map Date: 6/11/2025 10:05 AM



City of Fernandina Beach
Northern Limit of
Vehicular Access

Peters Point Park

Summer Beach

American Beach

Burney Park

Amelia Island Plantation

South End Beach Access

Amelia Island
State Park

Scott Rd
Access Area

1st Developed
Resort Parcel
N of Scott Road
SB 1577 Limit

Beach Access Scott Rd.

1st Developed
Resort Parcel
S of Scott Road
SB 1577 Limit

American Beach
Access Area

1st Developed
Resort Parcel
North of Lewis Street
SB 1577 Limits

Beach Access Lewis St.

1st Developed
Resort Parcel
South of Lewis Street
SB 1577 Limits

South End
Access Area

Southernmost
developed
Resort Parcel of
Amelia Island
Plantation

South End
Beach Access
SB 1577 Limit

This map is prepared pursuant to
Chapter 345, Florida Statutes,
the Secretary of State,
April 28, 1999.
Nassau County Ordinance 89-21 and the
subsequent amendments to the
ordinance are hereby incorporated by reference.

Beach Driving/Parking Prohibited
Vehicular Beach Access Point