

**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS
BETWEEN LUMBER CREEK HOMEOWNERS ASSOCIATION,
NASSAU COUNTY, FLORIDA, AND
THE NASSAU COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT FOR JURISDICTION ON PRIVATE ROADS ("Agreement") is entered into by and between the **LUMBER CREEK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Lumber Creek" 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 within the subdivision of Lumber Creek, as more particularly described in Exhibit "A" which is incorporated by reference (collectively as "**Lumber Creek**" or "**Lumber Creek Roadways**"); 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 Lumber Creek Roadways, and;

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

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

WHEREAS, Section 316.006(3)(2), Florida Statutes 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 referenced 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 Lumber Creek 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 Lumber Creek Roadways, he or she may take appropriate enforcement action having jurisdiction, pursuant to this Agreement.

iii. If a resident of the Lumber Creek 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 Lumber Creek 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. Authority in Addition to Existing Authority

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 Lumber 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 otherwise required by law.

5. **County to Retain Revenues**

All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Lumber Creek Roadways shall be apportioned in the manner set forth in the applicable *Florida Statutes*.

6. **Liability Not Increased**

Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or the Sheriff than that which the County and the Sheriff would ordinarily be subject to when providing its normal police services. Nothing contained herein shall constitute a waiver by either Sheriff or County, or their agents, employees, or designees respectively of their sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in Section 768.28, Florida Statutes.

7. **Indemnification**

To the fullest extent permitted by law, the Association shall indemnify, defend and hold the County and the Sheriff harmless from any loss, cost, damage or expense, including court costs and attorney fees, arising out of or resulting from this Agreement, the maintenance, repair or reconstruction of any roads, road drainage, signage, or the negligence or misconduct of the Association.

To ensure its ability to fulfill its obligation under this paragraph, the Association shall maintain General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) and shall file with the County current certificates of the required insurance. Such insurance shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

8. **Road Maintenance**

Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Lumber Creek Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within the Lumber Creek Homeowners Association, Inc. shall at all times be solely and exclusively the responsibility of the Association.

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:

Lumber Creek Homeowners Association, Inc.

11555 Central Pkwy Suite 801
Jax, FL 32224

As to the County:

**Michael S. Mullin, Esq.
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097**

As to the Sheriff

**Bill Leeper
Sheriff, Nassau County, Florida
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**

**By: _____
Thomas Ford, Chairman**

Dated: _____

**Attest: _____
John A. Crawford
Ex-Officio Clerk**

APPROVED AS TO FORM:

Michael S. Mullin

Nassau County Attorney
**LUMBER CREEK HOMEOWNERS
ASSOCIATION, INC.**

By: 
Brandy Smith
Its: President


Dated: 7-8-21 ~~21~~

NASSAU COUNTY SHERIFF'S OFFICE


Bill Leeper
Sheriff, Nassau County, Florida

Dated: 06/29/2021

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


Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION
STREET RIGHT-OF-WAYS
LUMBER CREEK, PHASE ONE – REPLAT
LUMBER CREEK PUD – PHASE 2
LUMBER CREEK PUD – PHASE 3

ALL THOSE CERTAIN STREET RIGHT-OF-WAYS LOCATED AND SITUATE IN "LUMBER CREEK, PHASE ONE – REPLAT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 121, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, "LUMBER CREEK PUD - PHASE 2", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 217, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND "LUMBER CREEK PUD - PHASE 3", ACCORDING TO THE PLAT THEREOF RECORDED IN OFFICIAL RECORDS BOOK 2226, PAGE 853, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, KNOWN AS SADDLE ROCK ROAD, LUMBER CREEK BOULEVARD, ROCK COURT, SADDLE COURT, HARDWOOD COURT, CROSSCUT WAY, MOSSWOOD DRIVE, BIRDSEYE COURT, SAWMILL COURT AND PINE SAW COURT.

A blue ink signature of Michael A. Manzie, written in a cursive style.

MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 16354

EXHIBIT "B"

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS

LUMBER CREEK 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 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 29th day of June, 2021.

NASSAU COUNTY SHERIFF'S OFFICE



Bill Leeper
Sheriff, Nassau County, Florida