



## Interoffice Memorandum

March 16, 2018

TO: Mayor Teresa Jacobs  
And the Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

A handwritten signature in black ink, appearing to be "M V Massaro", located to the right of the "FROM" line.

CONTACT PERSON: Mark V. Massaro, P.E., Director  
Public Works Department

PHONE NUMBER: (407) 836-7970

SUBJ: Agreement by and between Orange County, Ashton Orlando Residential, L.L.C., for Traffic Law Enforcement on Private Roads – Reserve at Sweetwater Golf and Country Club

Section 316.006, Florida Statutes allows counties to exercise traffic law enforcement over private roads if the owner of the private road enters into a written agreement with the County. Prior to entering into such an agreement, the Sheriff's Office must be consulted. Such agreements cannot go into effect until the beginning of the County's fiscal year, unless the Sheriff waives such requirement in writing.

Ashton Orlando Residential, L.L.C., has requested such an agreement for the private roads located within the gated community of Reserve at Sweetwater Golf and Country Club. The Sheriff's Office has been involved with the negotiation of the contract and has executed a waiver that will allow this agreement to go into effect upon Board approval.

No relationship disclosure form is provided because this is neither a development-related nor a procurement-related item. No specific project expenditure report is provided because this is a ministerial item.

This Agreement has been reviewed by the County Attorney's Office and has been found acceptable.

**Action Requested:** Approval and execution of Agreement for Traffic Law Enforcement on Private Roads located within the gated community of Reserve at Sweetwater Golf and Country Club by and between Orange County, Florida and Ashton Orlando Residential, L.L.C. District 2.

MVM/DMA/mk

## **AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS**

This Agreement for Traffic Law Enforcement on Private Roads ("Agreement") located within the gated community of **RESERVE AT SWEETWATER GOLF AND COUNTRY CLUB** is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (hereinafter "County"), and **ASHTON ORLANDO RESIDENTIAL, L.L.C.**, a Nevada limited liability company (hereinafter "Owner").

### **WITNESSETH:**

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as **RESERVE AT SWEETWATER GOLF AND COUNTRY CLUB** (hereinafter "Private Roads"), more specifically described in **Exhibit "A"**, attached hereto and incorporated by reference; and

**WHEREAS**, pursuant to Florida law, County does not have traffic law enforcement jurisdiction over Private Roads such as those owned by the Owner; and

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

**WHEREAS**, Section 316.006(3)(b)(2), Florida Statutes, further provides that prior to entering into an agreement for the enforcement of traffic laws over Private Roads, the governing board of the county shall consult with the Sheriff; and

**WHEREAS**, the Owner wants the County to enforce the traffic laws upon the Private Roads of said Owner; and

**WHEREAS**, pursuant to consultations between the Parties and the Orange County Sheriff's Office (hereinafter "Sheriff"), the County and Sheriff are willing to exercise traffic law enforcement upon the Private Roads; and

**WHEREAS**, pursuant to Section 30.2905, Florida Statutes, the Sheriff operates an off-duty employment program; and

**WHEREAS**, Section 316.006(3)(b)(2), Florida Statutes, provides *inter alia* that no such agreement for the enforcement of traffic laws over Private Roads shall take effect prior to October 1 unless such provision is waived in writing by the Sheriff; and

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

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

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

2. ***Jurisdiction.*** County agrees to exercise jurisdiction over enforcement of the traffic laws (including Section 316.2045, Florida Statutes, concerning obstruction of streets, as additionally regulated by the Orange County Block Party Ordinance) upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(3)(b), Florida Statutes, and subject to the terms and conditions specified in **Exhibit "C"** attached hereto and incorporated by this reference.

3. ***Signage.*** The Owner shall establish the speed limit for the Private Roads and shall be solely responsible for posting the speed limit by appropriate Department of Transportation ("DOT") approved signage along said roads.

4. ***Authority in Addition to Existing Authority.*** The County's exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority.

5. ***Compensation.*** The Owner shall compensate the Sheriff for the services performed under this Agreement at an hourly rate as otherwise determined by the Sheriff.

6. ***County to Retain Revenues.*** All revenue from any fines, costs, and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads in accordance with this Agreement shall be apportioned in the manner set forth in applicable Florida Statutes.

7. ***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 or the Sheriff would ordinarily be subjected to when providing its normal police services.

8. ***Indemnification.*** To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold the County and the Orange County Sheriff's Office harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair, construction and/or

reconstruction of any roads, road drainage or signage located within the gated community of **RESERVE AT SWEETWATER GOLF AND COUNTRY CLUB**. To ensure its ability to fulfill its obligation under this paragraph, the Owner 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 providing a thirty (30) day advance written notice of cancellation. Such insurance shall (a) name the County and the Orange County Sheriff's Office as additional insureds and (b) be issued by a company authorized to do business under the laws of the State of Florida and shall be acceptable to the County. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **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 Private Roads. The maintenance, repair and construction or reconstruction of all Private Roads, drainage and signage within the gated community of **RESERVE AT SWEETWATER GOLF AND COUNTRY CLUB** shall at all times be solely and exclusively the responsibility of the Owner.

10. **Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date of the execution by the last of the two Parties signing hereto, and shall thereafter automatically continue for successive one (1) year terms unless otherwise terminated by any party by thirty (30) days written notice to the other Parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

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 Orange County Board of County Commissioners.

12. **Notice.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notice shall be delivered to each of the Parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

**As to County:**

Orange County Administrator  
201 South Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

**Copy to:**

Orange County Attorney's Office  
201 S. Rosalind Avenue, 3rd Floor  
Orlando, Florida 32801

**As to Sheriff:**

Orange County Sheriff's Office  
P.O. Box 1440  
Orlando, Florida 32802-1440

**As to Owner:**

**RESERVE AT SWEETWATER GOLF  
AND COUNTRY CLUB**  
c/o Ashton Orlando Residential, L.L.C.  
1064 Greenwood Blvd., Suite 124  
Lake Mary, FL 32746

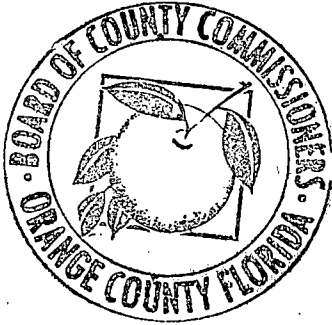
13. ***Severability.*** If any sentence, phrase, paragraph, provision or portion of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

14. ***Assignment.*** It is acknowledged and understood that Owner anticipates assigning ownership of the Private Roads, as more specifically described in **Exhibit "A"** herein, to a homeowner's association at a future date. At such time, Owner shall also assign this Agreement and shall notify the Orange County Sheriff's Office of such assignment. The homeowner's association shall thereafter assume the duties and responsibilities provided for herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement for Traffic Law Enforcement on Private Roads for the community of **RESERVE AT SWEETWATER GOLF AND COUNTRY CLUB** on the dates indicated below.

***{Signature Pages Follow}***

**Agreement for Traffic Law Enforcement on Private Roads for Reserve at Sweetwater Golf and Country Club**



**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor  
*ta*

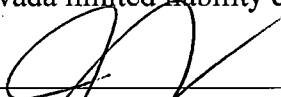
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Date: APR 10 2018

***[Remaining Signatures on Following Page]***

ASHTON ORLANDO RESIDENTIAL, L.L.C.,  
a Nevada limited liability company


BY:  \_\_\_\_\_

NAME: John Reny

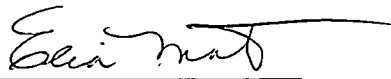
TITLE: Authorized Representative

DATE: 1-31-18

WITNESS:

  
\_\_\_\_\_  
(Signature)

**CHRISTINA M. LEE**  
\_\_\_\_\_  
(Print Name)

  
\_\_\_\_\_  
(Signature)

**ELIA MATOS**  
\_\_\_\_\_  
(Print Name)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
The Reserve At  
Sweetwater Golf And Country Club  
Townhome Parcel

**DESCRIPTION:**

That part of Tract "C", Tract "D" and Tract "E", SWEETWATER COUNTRY CLUB, SECTION C, PHASE I, according to the plat thereof, as recorded in Plat Book 12, Pages 54 through 56, of the Public Records of Orange County, Florida, and that part of Section 36, Township 20 South, Range 28 East, Orange County, Florida, described as follows:

BEGIN at the Southeast corner of TRACT G, ESTATES AT SWEETWATER GOLF AND COUNTRY CLUB, according to the plat thereof, as recorded in Plat Book 89, Pages 104 through 106, of the Public Records of Orange County, Florida; thence S00°34'04"W along the Southerly prolongation of the East line of said ESTATES AT SWEETWATER GOLF AND COUNTRY CLUB, for a distance of 444.44 feet; thence departing said Southerly prolongation run N89°25'56"W, 301.80 feet; thence S00°34'04"W, 25.03 feet; thence N89°25'56"W, 251.02 feet; thence N78°48'45"W, 58.79 feet; thence N11°11'15"E, 31.27 feet; thence N00°34'04"E, 95.66 feet; thence N35°49'44"E, 26.58 feet to the Southeast Corner of Lot 32 of said ESTATES AT SWEETWATER GOLF AND COUNTRY CLUB; thence run the following eleven (11) courses and distances along the South line of said ESTATES AT SWEETWATER GOLF AND COUNTRY CLUB: N00°34'04"E, 22.41 feet; thence N21°03'44"W, 127.17 feet; thence N00°42'13"W, 57.72 feet; thence N48°12'48"E, 54.96 feet; thence N46°07'57"E, 323.77 feet to a point on a non-tangent curve concave Northerly having a radius of 46.00 feet and a chord bearing of S79°37'44"E; thence Easterly along the arc of said curve through a central angle of 105°31'28" for a distance of 84.72 feet to the point of reverse curvature of a curve concave Southerly having a radius of 38.00 feet and a chord bearing of S79°57'17"E; thence Easterly along the arc of said curve through a central angle of 104°52'21" for a distance of 69.55 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 286.00 feet and a chord bearing of S41°45'45"E; thence Southeasterly along the arc of said curve through a central angle of 28°29'15" for a distance of 142.20 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 26.00 feet and a chord bearing of S27°43'09"E; thence Southeasterly along the arc of said curve through a central angle of 56°34'26", for a distance of 25.67 feet to the point of tangency; thence S00°34'04"W, 3.36 feet; thence S89°25'56"E, 127.80 feet to the POINT OF BEGINNING.

Containing 7.164 acres more or less, and being subject to any restrictions, rights-of-way, and easements of record.



EXHIBIT "B"



*Sheriff Jerry L. Demings*  
**ORANGE COUNTY SHERIFF'S OFFICE**  
INTEROFFICE MEMORANDUM

Date January 25, 2018  
TO: Mayor Teresa Jacobs  
Board of County Commissioners  
FROM: Sheriff Jerry L. Demings  
SUBJECT: Reserve at Sweetwater Golf and Country Club Gated Community

I understand Orange County will enter into an agreement with Ashton Orlando Residential, LLC for the Reserve at Sweetwater Golf and Country Club gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow the Ashton Orlando Residential, LLC to employ deputies through this agency's off-duty employment program to enforce traffic laws within the subdivision.

As you know, Section 316.006(3)(b), F.S., reads in part: "No such agreement shall take effect prior to October 1<sup>st</sup>, the beginning of the county fiscal year, unless this requirement is waived in writing by the Sheriff." Please be informed I hereby waive the October 1<sup>st</sup> requirement.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

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J.L.D.

JLD/km

c: Off-Duty Services  
Dorothy Burk, Sr. Assistant General Counsel

## **EXHIBIT "C"**

Owner shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

Residents of **RESERVE AT SWEETWATER GOLF AND COUNTRY CLUB** wishing to make a traffic complaint, or to request a traffic law enforcement detail, shall contact the Owner. Residents contacting the Sheriff's Office directly with such complaints or requests shall be directed to the Owner for further action.