



Interoffice Memorandum

March 28, 2019

TO: Mayor Jerry L. Demings
and the Board of County Commissioners

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

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

PHONE NUMBER: (407) 836-7970

SUBJ: Agreement by and between Orange County, CDCG 4 MTH 2 LP &
Meritage Homes of FL, Inc. for Traffic Law Enforcement on Private Roads

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.

CDCG 4 MTH 2 LP & Meritage Homes of FL, Inc. have requested such an agreement for the private roads located within the gated community of Sand Lake Sound. 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 by and between Orange County, Florida and CDCG 4 MTH 2 LP & Meritage Homes of FL, Inc. District 1.

MVM/DMA/ja

BCC Mtg. Date: April 23, 2019

AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS

This Agreement for Traffic Law Enforcement on Private Roads ("Agreement") located within the gated community of SAND LAKE SOUND is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter "County"), and CDCG 4 MTH 2 LP & MERITAGE HOMES OF FL, INC. (hereinafter "Owners").

WITNESSETH:

WHEREAS, Owners own fee simple title to all the private roadways lying within a gated community known as SAND LAKE SOUND (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 Owners; 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 parties 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 Owners want the County to enforce the traffic laws upon the Private Roads of said Owners; 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.

Agreement for Traffic Law Enforcement on Private Roads for SAND LAKE SOUND)

NOW, THEREFORE, in consideration of the covenants and conditions herein, County and the Owners 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 Owners 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 Owners 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 Owners 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

Agreement for Traffic Law Enforcement on Private Roads for SAND LAKE SOUND)

SAND LAKE SOUND. To ensure its ability to fulfill its obligation under this paragraph, the Owners 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 an additional insured 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 SAND LAKE SOUND shall at all times be solely and exclusively the responsibility of the Owners'.

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 three 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

Agreement for Traffic Law Enforcement on Private Roads for SAND LAKE SOUND)

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

As to Owner: CDCG 4 MTH 2 LP
8585 East Harford Dr. Suite 118
Scottsdale, AZ 85255

As to Owner: MERITAGE HOMES OF FL, INC.
5337 Millenia Lake Blvd. Suite 410
Orlando, Florida 32839

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 Owners anticipate 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, Owners 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.

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[SIGNATURES ON FOLLOWING PAGES]

Agreement for Traffic Law Enforcement on Private Roads for SAND LAKE SOUND)

IN WITNESS WHEREOF, the Parties have executed this Agreement for Traffic Law Enforcement on Private Roads for the community of SAND LAKE SOUND on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

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

By: *Katei Smith*
Deputy Clerk

Date: APR 23 2019

[Remaining Signatures on Following Page]

Meritage Homes of FL, Inc.

BY: 


NAME: Brian Kittle


TITLE: Division President

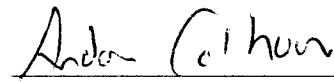
DATE: 2/11/19

WITNESS:


(Signature)


(Print Name)


(Signature)


(Print Name)

CDCG 4 MTH 2 LP, a Delaware limited partnership
By: CDCG Asset Management, LLC, an Arizona
limited liability company, its Authorized Agent

Steve S. Benson BY:

NAME: Steve S. Benson

TITLE: Manager

DATE: March 4, 2019

WITNESS:

Wendy Stoeckel
(Signature)

Nathan Holt
(Signature)

Wendy Stoeckel
(Print Name)

Nathan Holt
(Print Name)

Agreement for Traffic Law Enforcement on Private Roads for SAND LAKE SOUND)

EXHIBIT "A"

LEGAL DESCRIPTION

Private Right-of-way within

A PORTION OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN S00°15'06"W ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 666.11 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35 AND THE POINT OF BEGINNING; THENCE CONTINUE S00°15'06"W ALONG SAID WEST LINE, A DISTANCE OF 999.79 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°44'54"E, A DISTANCE OF 779.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 48.41 FEET, A CENTRAL ANGLE OF 40°51'06", A CHORD BEARING OF S25°41'44"W AND A CHORD DISTANCE OF 33.79 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.51 FEET TO A POINT OF NON TANGENCY; THENCE RUN S60°10'47"W, A DISTANCE OF 39.99 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3507.00 FEET, A CENTRAL ANGLE OF 00°24'40", A CHORD BEARING OF S60°23'33"W AND A CHORD DISTANCE OF 25.17 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.17 FEET TO A POINT OF NON TANGENCY; THENCE RUN S69°31'39"W, A DISTANCE OF 66.63 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 117.67 FEET, A CENTRAL ANGLE OF 29°47'05", A CHORD BEARING OF S65°21'25"W AND A CHORD DISTANCE OF 60.48 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 61.17 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 262.03 FEET, A CENTRAL ANGLE OF 26°39'55", A CHORD BEARING OF S37°07'54"W AND A CHORD DISTANCE OF 120.85 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 121.95 FEET TO THE END OF SAID CURVE; THENCE RUN S66°12'03"E, A DISTANCE OF 110.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 24°54'21", A CHORD BEARING OF S53°44'53"E AND A CHORD DISTANCE OF 21.56 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.73 FEET TO THE POINT OF NON- TANGENCY; THENCE RUN S40°28'52"E, A DISTANCE OF 36.77 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 227.00 FEET; A CENTRAL ANGLE OF 75°57'23", A CHORD BEARING OF N87°29'50"E AND A CHORD DISTANCE OF 279.37 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 300.93 FEET TO THE END OF SAID CURVE; THENCE RUN S37°19'45"W, A DISTANCE OF 28.15 FEET; THENCE RUN S52°40'15"E, A DISTANCE OF 90.00 FEET; THENCE RUN S37°19'45"W, A DISTANCE OF 1.09 FEET; THENCE RUN S00°55'19"E, A DISTANCE OF 309.97 FEET; THENCE RUN S32°48'58"E, A DISTANCE OF 600.19 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 222.58 FEET, A CENTRAL ANGLE OF 20°15'14", A CHORD BEARING OF S77°35'50"E AND A CHORD DISTANCE OF 78.27

Agreement for Traffic Law Enforcement on Private Roads for SAND LAKE SOUND)

FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 78.68 FEET TO A POINT OF NON TANGENCY; THENCE RUN S87°43'34"E, A DISTANCE OF 211.88 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 17°17'32", A CHORD BEARING OF S79°04'48"E AND A CHORD DISTANCE OF 37.58 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.73 FEET TO A POINT OF TANGENCY; THENCE RUN S70°26'02"E, A DISTANCE OF 165.96 FEET TO A POINT ON THE WEST LINE OF LOT 1, SAND LAKE PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 125 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE WEST AND NORTH LINE OF SAID LOT 1 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: S00°11'51"E, A DISTANCE OF 429.13 FEET; THENCE RUN S80°13'29"W, A DISTANCE OF 371.72 FEET; THENCE RUN S88°18'29"W, A DISTANCE OF 458.00 FEET; THENCE RUN S86°18'31"W, A DISTANCE OF 126.81 FEET; THENCE RUN S44°48'31"W, A DISTANCE OF 82.17 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 3/4 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE DEPARTING THE NORTH LINE OF SAID LOT 1 RUN N89°55'53"W ALONG SAID NORTH LINE A DISTANCE OF 474.59 FEET TO THE NORTHWEST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE RUN S00°17'19"W ALONG THE WEST LINE OF SAID SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 493.22 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35; THENCE RUN N89°39'34"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 330.91 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S00°15'06"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1330.14 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S89°47'19"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 750.06 FEET TO A POINT ON THE WEST LINE OF THOSE CERTAIN LANDS DESCRIBED ON OFFICIAL RECORDS BOOK 5332, PAGE 435, SAID LINE ALSO BEING THE EAST LINE OF VIZCAYA HEIGHTS CONDOMINIUM 2 AS RECORDED IN CONDOMINIUM BOOK 34, PAGES 76-87, VIZCAYA HEIGHTS CONDOMINIUM 4 AS RECORDED IN CONDOMINIUM BOOK 34, PAGES 131-142, VIZCAYA HEIGHTS CONDOMINIUM 7 AS RECORDED IN CONDOMINIUM BOOK 30, PAGES 30.41, VIZCAYA HEIGHTS CONDOMINIUM 8 AS RECORDED IN CONDOMINIUM BOOK 43, PAGES 66-77 AND VIZCAYA HEIGHTS CONDOMINIUM 9, AS RECORDED IN CONDOMINIUM BOOK 43, PAGES 94-105 ALL BEING RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N00°15'06"E ALONG SAID EAST AND WEST LINE, A DISTANCE OF 4266.56 FEET; THENCE DEPARTING SAID EAST AND WEST LINE RUN N62°22'54"E, A DISTANCE OF 848.45 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5,760,662 SQUARE FEET OR 132.25 ACRES MORE OR LESS.

EXHIBIT "B"



Sheriff John W. Mina

ORANGE COUNTY SHERIFF'S OFFICE

INTEROFFICE MEMORANDUM

Date February 6, 2019

TO: Mayor Jerry L. Demings
Board of County Commissioners

FROM: Sheriff John W. Mina

SUBJECT: Sand Lake Sound Gated Community

I understand Orange County will enter into an agreement with Meritage Homes, for the Sand Lake Sound gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow Meritage Homes/Sand Lake Sound 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 1st, 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 1st requirement.

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


J.W.M.

JWM/km

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

Agreement for Traffic Law Enforcement on Private Roads for SAND LAKE SOUND)

EXHIBIT "C"

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

Residents of SAND LAKE SOUND wishing to make a traffic complaint, or to request a traffic law enforcement detail, shall contact the Owners. Residents contacting the Sheriff's Office directly with such complaints or requests shall be directed to the Owners for further action.