AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA AND PACE MILL CREEK OWNERS ASSOCIATION, INC. FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS

This agreement ("Agreement") is entered into by and between Santa Rosa County, Florida, a political subdivision of the State of Florida ("County"), by and through its Board of County Commissioners, and Pace Mill Creek Owners Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes ("Association").

RECITALS

WHEREAS, Association manages, maintains, and operates the private roadways lying within the Association community known as Pace Mill Creek, the original phase as well as Phase Two, Phase Three-A, Phase Three-B & Phase Four, hereinafter "Private Roads", more specifically described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, County does not have traffic law enforcement jurisdiction over Private Roads; and

WHEREAS, Section 316.006(3)(b), Florida Statutes, provides that a county may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located in the unincorporated area within its boundaries if the county and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing board of the county; and

WHEREAS, Subsection 316.006(3)(b)(5), Florida Statutes, states that the board of directors of a homeowners' association as defined in Chapter 720 may, by a majority votc, elect to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the association; and

WHEREAS, the Board of Directors of the Association has elected, by a majority vote, to enter into an agreement with the County to enforce traffic laws upon the Private Roads of the Association; and

WHEREAS, Subsection 316.006(3)(b)(2), Florida Statutes, requires the governing board of the county to consult with the sheriff prior to entering into an agreement for enforcement of the traffic laws over a private road or roads; and

WHEREAS, Subsection 316.006(3)(b)(2), Florida Statutes, provides 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 of Santa Rosa County, Florida, ("Sheriff") has waived this provision as evidenced by Exhibit "B", attached hereto and incorporated herein; and

WHEREAS, pursuant to consultations between the parties and the Sheriff, the County and Sheriff are willing to exercise traffic law enforcement upon the Private Roads.

NOW THEREFORE, in consideration of the mutual terms, understandings, covenants, conditions, and promises hereinafter set forth, agree as follows:

Article I - Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article II - General Conditions.

- 2.1 On the terms and conditions set forth in this Agreement, County agrees to exercise jurisdiction and provide enforcement of the traffic laws on all of the Association's Private Roads as specifically shown on Exhibit A.
- 2.2 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. The County agrees to continue to provide such police and fire services as required by law.
- 2.3 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 Stonebrook Village shall at all times be solely and exclusively the responsibility of the Association.
- 2.4 All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes.
- 2.5 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 Sheriff would ordinarily be subjected to when providing its normal enforcement services.
- 2.6 The Association understands and acknowledges that this Agreement does not entitle the Association's Private Roads to additional traffic control and law enforcement above normal patrols of the Sheriff. If the Association desires additional law enforcement above normal patrols, the Association shall be required to pay for the actual costs of the traffic control and enforcement, which costs shall be agreed upon prior to the Sheriff rendering additional law enforcement.
- 2.7 The Association shall establish the speed limit for the Private Roads which comply with Florida Statutes, and shall be responsible for posting the speed limit using appropriate Department of Transportation approved signage along said roads.
- 2.8 The County and Sheriff shall exercise traffic law enforcement on the Private Roads upon the date of execution of this Agreement.

Article III-Terms and Conditions

- 3.1 <u>Term of Agreement and Termination.</u> This Agreement shall become effective upon execution by the last of the parties signing hereto. The initial term of this Agreement shall be one (1) year and shall thereafter automatically continue for successive one-year terms unless terminated by either party by providing thirty (30) days written notice to the other party of its intent to terminate.
- 3.2 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Santa Rosa County, Florida.
- 3.3 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.
- 3.4 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.
- 3.5 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.
- 3.6 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
- 3.7 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.
- 3.8 Association shall at all times comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.
- 3.9 Any employee(s) of Association shall be considered at all times its employee(s) and not an employee(s) or agent(s) of County or Sheriff.
- 3.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 3.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Association:

Pace Mill Creek Owners Association, Inc. c/o Etheridge Property Management

908 Gardengate Circle Pensacola, FL 32504

cc: Suzanne Blankenship, Esq.
Emmanuel, Sheppard & Condon, P.A.
30 South Spring Street
Pensacola, FL 32502

If to County:

County Administrator 6495 Caroline St, Suite M Milton, FL 32570

cc: Santa Rosa County Sheriff's Office 5755 E. Milton Road Milton, FL 32583

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article IV - Scope of Agreement

- 4.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
 - 4.2 This Agreement contains the following Exhibits:

Exhibit A Association's Private Roads

Exhibit B Sheriff's Waiver

{Remainder of this page left intentionally blank.}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

	ASSOCIATION:
	PACE MILL CREEK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation
Marty Breedlove Vice President	By: Dod mella
	Scott millow, its President
	This 09 day of December, 2024
	COUNTY:
	SANTA ROSA COUNTY, through its BOARD OF COUNTY COMMISSIONERS
	By: _ Ar C
	Brad Baller, Courty Administral This 19th day of January, 2025
	This 19th day of January, 2025
ATTEST: Javor Q S Clerk of the Board of County Commissioners of Santa Rosa County, Fl	orida

Approved as to form and legality;

EXHIBIT A

ASSOCIATION'S PRIVATE ROADS

as shown on PLATS (attached hereto and incorporated herein)

Pace Mill Creek

Pace Mill Creek Phase Two

Pace Mill Creek Three - A

Pace Mill Creek Phase Three - B

Pace Mill Creek Phase Four

EXHIBIT B

SHERIFF'S WAIVER

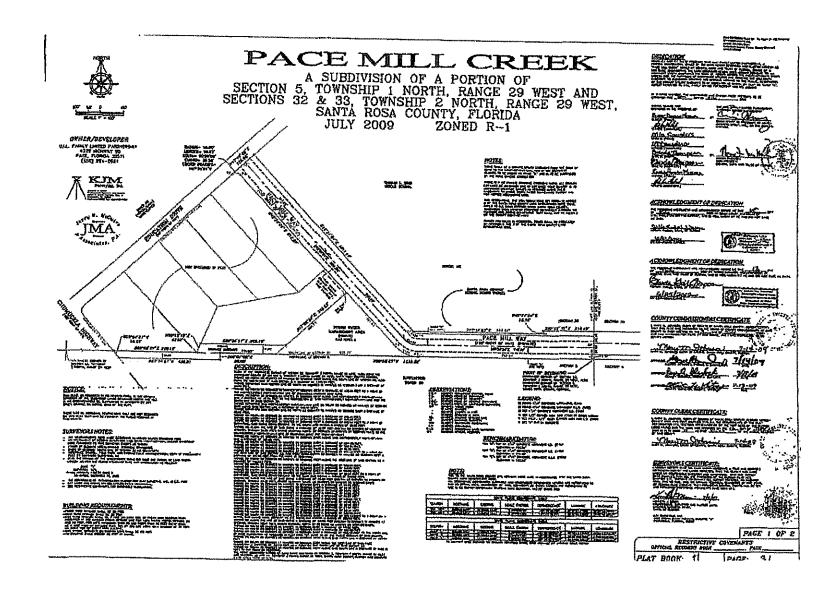
Pursuant to Florida Statute 316.006 and as evidenced by his signature below, Robert Johnson, Sheriff of Santa Rosa County, Florida, hereby waives any requirement that the Agreement between Santa Rosa County, Florida, and Pace Mill Creek Owner's Association, Inc. for Traffic Enforcement on Private Roads not take effect prior to October 1, which is the beginning of the county fiscal year. This becomes effective immediately upon signature by Sheriff.

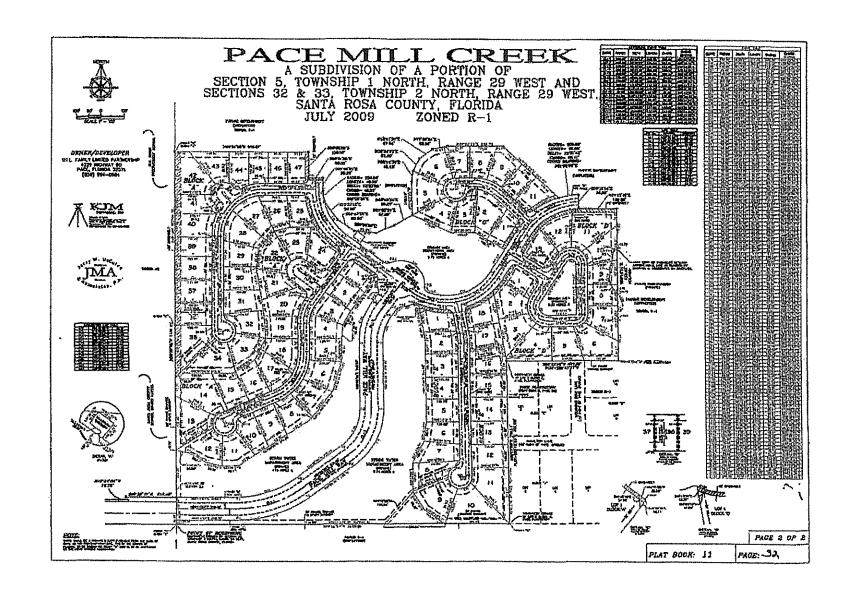
Dated this Z day of SAA, 2025

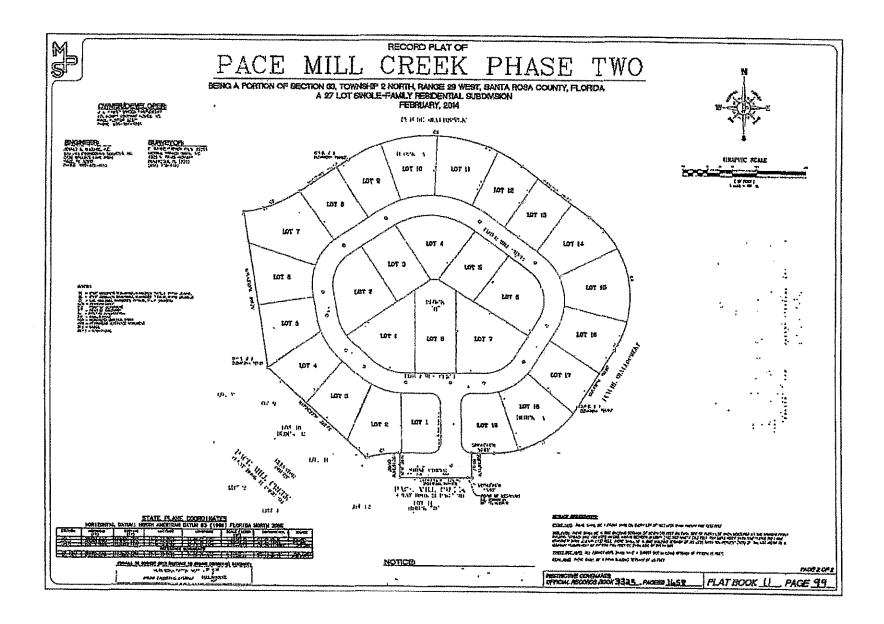
____, Sheriff

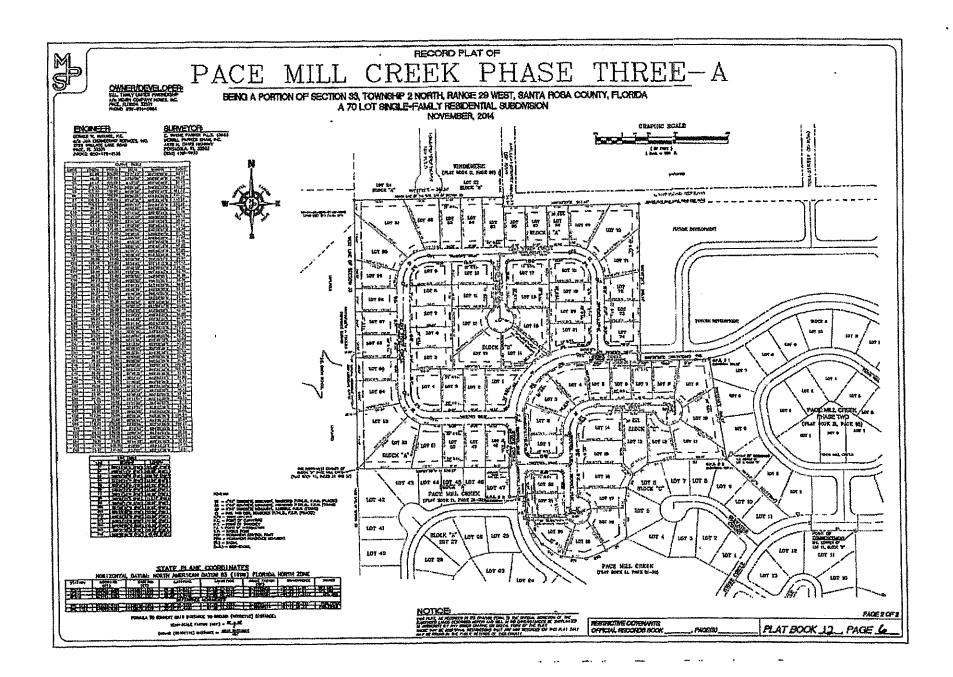
Santa Rosa County Sheriff's Office

5755 E. Milton Road Milton, FL 32583

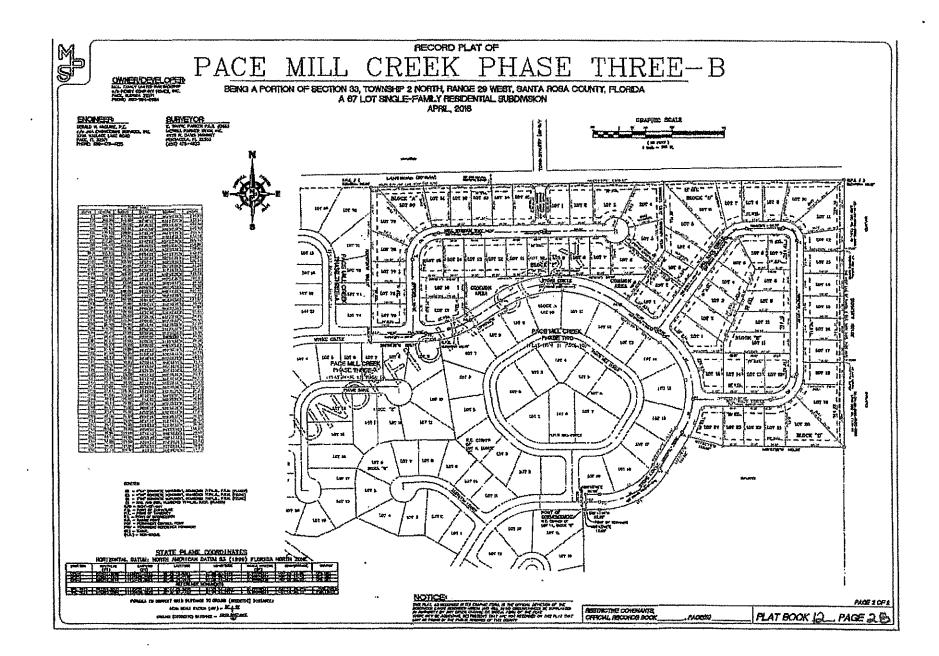








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