

## **TRAFFIC CONTROL JURISDICTION AGREEMENT**

WHEREAS, Magnolia Point Golf and Country Club ("Magnolia Point") is a residential development within incorporated Green Cove Springs, Florida, comprised of several platted subdivisions described herein; and,

WHEREAS, the streets and rights-of-way within Magnolia Point are privately owned, controlled and maintained by Magnolia Point Community Association, Inc., a Florida non-profit corporation (the "Association"), said rights-of-way not having been dedicated to Green Cove Springs, Florida (the "City"); and,

WHEREAS, the residents of Magnolia Point as well as the Association desire that the Green Cove Springs Police Department (the "Police") provide enforcement of all State and local vehicular and pedestrian traffic laws and regulations within Magnolia Point; and,

WHEREAS, Section 316.006 (2), Florida Statutes, authorizes cities to enter into written agreements for traffic control jurisdiction over such privately owned streets and rights-of-way.

### **WITNESSETH**

In consideration of the foregoing recitals, the Association, the City, and the Police hereby agree as follows:

1. Traffic control jurisdiction on the part of the City, through the Police, is hereby extended over and upon each and every street, road, or right-of-way for pedestrian or vehicular traffic situated in Magnolia Point and depicted on the following subdivision plats recorded in the public records of Clay County, Florida (the "Plats"), to wit:

### **SEE ATTACHED EXHIBIT "A"**

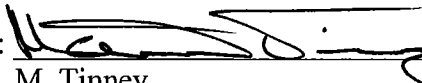
Note: Which shall also include all future plotted subdivisions and roads within the Magnolia Point Planned Unit Development.

2. The Association represents that it is the owner of each road, street or right-of-way depicted on the Plats, and has the authority with respect thereto to enter into the Agreement.
3. The Association agrees to retain, at its sole expense, an engineer with expertise in traffic control to analyze the traffic control needs of Magnolia Point and to recommend placement of devices addressing the same. Further, all such devices shall comply with the requirements of Section 316.0747, Florida Statutes, as certified by said engineer. Placement and maintenance of all such devices shall be the sole responsibility and at the sole expense of the Association.

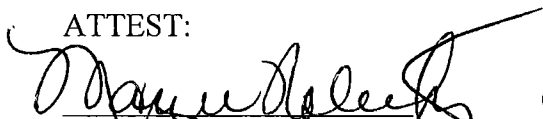
4. The Association is not required to reimburse the actual costs of traffic control, nor to provide liability insurance on behalf of the City or the Police.
5. Neither the City nor the Police shall be required under this Agreement to provide traffic control devices, facilities, equipment or personnel ever or at any time. Rather, it is the intent of this Agreement that the City and the Police Department are merely authorized, but not obligated, to enforce traffic regulations in the platted subdivisions.
6. This Agreement shall take effect on the date it has been fully executed by all parties hereto, and shall remain in effect until terminated as provided in paragraph 7 hereof.
7. This Agreement is terminable by either the City or the Association, with or without cause upon the service of a thirty day written notice of termination upon the other.

Fully executed this 7<sup>th</sup> day of September, 2004.

CITY OF GREEN COVE SPRINGS,  
FLORIDA

By:   
M. Tinney  
Its Mayor


ATTEST:

  
City Clerk

CITY OF GREEN COVE SPRINGS,  
FLORIDA, POLICE DEPARTMENT

By:   
Chief Gail Russell  
Its Police Chief

APPROVED AS TO FORM:

  
City Attorney

MAGNOLIA POINT COMMUNITY  
ASSOCIATION, INC., a Florida  
non-profit corporation

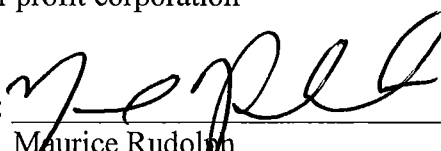
By:   
Maurice Rudolph  
Its President

EXHIBIT "A"  
Platted Property

All of the existing and future platted subdivisions and roadways within the Magnolia Point Planned Unit Development, including but not limited to:

Magnolia Point Golf and Country Club, Phase I, as recorded in Plat Book 20, Pages 25 through 34, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase II, as recorded in Plat Book 22, Pages 20 through 30, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase III, as recorded in Plat Book 25, Pages 42 through 44, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase IV, as recorded in Plat Book 39, Pages 36 through 51, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase V, as recorded in Plat Book 45, Pages 35 through 41, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golfside Villas, Phase II, as recorded in Plat Book 24, Pages 44 through 45, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golfside Villas, Phase III, as recorded in Plat Book 28, Pages 52 through 55, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golfside Villas, Phase IV, as recorded in Plat Book 32, Pages 44 through 45, inclusive, of the public records of Clay County, Florida;

Magnolia Point Estates, Phase I, as recorded in Plat Book 25, Pages 38 through 40, inclusive, of the public records of Clay County, Florida;



# City of Green Cove Springs

321 Walnut Street  
Green Cove Springs, FL 32043

Phone: (904) 529-2200  
Fax: (904) 529-2208

RECEIVED  
MAY 23 2012

RECEIVED BY:

MAY 30 2012

CITY OF GREEN COVE SPRINGS  
CITY MANAGERS OFFICE

May 21, 2012

Alice Hubbard, CAM  
Magnolia Point Community Association  
c/o First Coast Association Management  
11555 Central Parkway, #801  
Jacksonville, FL 32224

Re: Amended Traffic Control Jurisdiction Agreement

Dear Ms. Hubbard,

The Green Cove Springs City Council meeting in regular session on Tuesday, May 15, 2012 approved the Amended Traffic Control Jurisdiction Agreement. Please find enclosed two (2) originals for execution by the Magnolia Point Community Association. Once signed, please return one (1) original for our files.

If you have any questions, please contact me at (904) 529-2200, ext. 307.

Sincerely,

Julie Clevinger  
Admin. Asst. to the City Manager

/jwc  
Enclosures

cc Sue Heath, Asst. City Manager / Finance Director  
Robert A. Musco, Chief of Police

## **AMENDED TRAFFIC CONTROL JURISDICTION AGREEMENT**

WHEREAS, Magnolia Point Golf and Country Club ("Magnolia Point") is a residential development within incorporated Green Cove Springs, Florida, comprised of several platted subdivisions described herein; and

WHEREAS, the streets and rights-of-way within Magnolia Point are privately owned, controlled and maintained by Magnolia Point Community Association, Inc., a Florida non-profit corporation (the "Association"), and have not been dedicated to Green Cove Springs, Florida (the "City"); and

WHEREAS, the parties hereto entered into a Traffic Control Jurisdiction Agreement on September 7, 2004 which is being amended and replaced by this Agreement; and

WHEREAS, the residents of Magnolia Point as well as the Association, as approved by its Board of Directors, desire that the Green Cove Springs Police Department (the "Police") continue to provide enforcement of all State and local vehicular and pedestrian traffic laws and regulations within Magnolia Point; and

WHEREAS, Section 316.006(2) (b), Florida Statutes, authorizes municipalities to enter into written agreements for traffic control jurisdiction over such privately owned streets and rights-of-way.

### **WITNESSETH**

In consideration of the foregoing recitals, the Association, the City, and the City Police Department hereby agree as follows:

1. Traffic control jurisdiction of state and local laws as authorized in Section 316.006(2)(b), through the City Police Department, is hereby extended over and upon each and every street, road, or right-of-way for pedestrian or vehicular traffic situated in Magnolia Point and depicted on the following subdivision plats recorded in the public records of Clay County, Florida (the "Plats"), to wit:

### **SEE ATTACHED EXHIBIT "A"**

Note: Which shall also include all future platted subdivisions and roads within the Magnolia Point Planned Unit Development.

2. The Association represents that it is the owner of each road, street, or right-of-way depicted on the Plats, and has the authority with respect thereto to enter into this Agreement which has been approved by its Board of Directors.

3. The Association agrees to retain, from time to time, at its sole expense, an engineer with expertise in traffic control to analyze the traffic control needs of Magnolia Point and to recommend placement of devices addressing the same. Further, all such devices shall comply with the requirements of Section 316.0747, Florida Statutes, as certified by said engineer. Placement and maintenance of all such devices shall be the sole responsibility and at sole expense of the Association.
4. The Association is not required to reimburse the actual costs of traffic control nor to provide liability insurance on behalf of the City or the Police Department.
5. Neither the City nor the Police Department shall be required under this Agreement to provide traffic control devices, facilities, equipment or personnel at any time. Rather, it is the intent of this Agreement that the City and the Police Department are merely authorized, but not obligated to enforce traffic regulations in the platted subdivisions covered by this Agreement.
6. This Agreement shall take effect on the date it has been fully executed by all parties hereto, and shall remain in effect until terminated as provided in paragraph 7 hereof.
7. This Agreement may be terminated by either the City or the Association, with or without cause, upon the service of a (30) thirty day written notice of termination upon the other.
8. This Agreement shall repeal in its entirety that certain TCJA mentioned above and dated September 7, 2004.

Fully executed this 15<sup>th</sup> day of May, 2012, CITY OF GREEN COVE SPRINGS,  
FLORIDA.

By: Pamela J. Lewis  
PAMELA J. LEWIS  
MAYOR

ATTEST:

F. Lee Bentley  
F. LEE BENTLEY  
CITY CLERK

By: Robert A. Musco  
ROBERT A. MUSCO  
CHIEF OF POLICE

APPROVED AS TO FORM:

L. J. Arnold, III  
L. J. ARNOLD, III  
CITY ATTORNEY

MAGNOLIA POINT COMMUNITY  
ASSOCIATION, INC., a Florida non-profit  
corporation

By: Allee Hildreth  
Its: LOCM - Manager



EXHIBIT "A"  
PLATTED PROPERTY

All of the existing and future platted subdivisions and roadways within the Magnolia Point Planned Unit Development, including but not limited to:

Magnolia Point Golf and Country Club, Phase I, as recorded in Plat Book 20, Pages 25 through 34, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase II, as recorded in Plat Book 22, Pages 20 through 30, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase III, as recorded in Plat Book 25, Pages 42 through 44, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase IV, as recorded in Plat Book 39, Pages 36 through 51, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase V, as recorded in Plat Book 45, Pages 35 through 41, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golfside Villas, Phase II, as recorded in Plat Book 24, Pages 44 through 45, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golfside Villas, Phase III, as recorded in Plat Book 28, Pages 52 through 55, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golfside Villas, Phase IV, as recorded in Plat Book 32, Pages 44 through 45, inclusive, of the public records of Clay County, Florida;

Magnolia Point Estates, Phase I, as recorded in Plat Book 25, Pages 38 through 40, inclusive, of the public records of Clay County, Florida;



## **SECOND AMENDED TRAFFIC CONTROL JURISDICTION AGREEMENT**

WHEREAS, Magnolia Point Golf and Country Club ("Magnolia Point") is a residential planned unit development within incorporated Green Cove Springs, Florida (the "City") and is comprised of several platted subdivisions described herein; and

WHEREAS, the streets and rights-of-way within Magnolia Point are privately owned, controlled and maintained by Magnolia Point Community Association, Inc., a Florida not for profit corporation (the "Association"), and have not been dedicated to the City; and

WHEREAS, the Association and the City (collectively, the "Parties") entered into a Traffic Control Jurisdiction Agreement on September 7, 2004, which was amended and restated by an Amended Traffic Control Jurisdiction Agreement dated May 15, 2012, and which is now being amended and restated by this Agreement; and

WHEREAS, the Association desires that the City, through the Green Cove Springs Police Department (the "Police Department"), continue to provide enforcement of all state and local vehicular and pedestrian traffic laws and regulations within Magnolia Point; and

WHEREAS, Section 316.006(2)(b), Florida Statutes, authorizes municipalities to enter into written agreements for traffic control jurisdiction over privately owned roads, and also authorizes the board of directors of a homeowners' association to enter into such agreements for private roads that are controlled by the association.

NOW THEREFORE, in consideration of the foregoing recitals, which are adopted and incorporated herein, the Association and the City hereby agree as follows:

1. The City, through its Police Department, shall have jurisdiction over, and shall exercise, municipal traffic control as well as state traffic law pursuant to Section 316.006(2)(b)4, Florida Statutes, over and upon all streets, roads and rights-of-way located in Magnolia Point as such are depicted in the Clay County platted property of record listed in the attached Exhibit A and as may be depicted in any future platted subdivisions and roads within the Magnolia Point Planned Unit Development (the "Platted Property").
2. Neither the City nor the Police Department shall be required under this Agreement to provide traffic control devices, facilities, equipment or personnel at any time. Rather, it is the intent of this Agreement that the City and the Police Department are merely authorized, but not obligated, to enforce state and local traffic laws, statutes and ordinances (including Chapter 86 of the City's municipal Code of Ordinances) over the streets, roads and right-of-ways located in the Platted Property.
3. The Association agrees to retain, from time to time, at its sole expense, an engineer with expertise in traffic control to analyze the traffic control needs of Magnolia Point and to recommend placement of traffic control devices addressing the same. Further, all such devices shall comply with the requirements of Section 316.0747, Florida Statutes, as certified by



said engineer. Placement and maintenance of all such traffic control devices shall be the sole responsibility and at the sole expense of the Association.

4. The Association is not required to reimburse the actual costs of traffic control, nor to provide liability insurance on behalf of, or indemnification to, the City or the Police Department, in connection with the City or Police Department's exercise of its traffic control jurisdiction under this Agreement.

5. The Association represents and warrants that it is the owner of the roads, streets and rights-of-way depicted in the Platted Property, and has the authority to enter into this Agreement which has been approved by its Board of Directors. The current President of the Board has the authority on behalf of the Board to execute this Agreement.

6. This Agreement shall take effect on the date it has been fully executed by all parties hereto, and shall remain in effect until terminated as provided in paragraph 7 hereof.

7. This Agreement may be terminated by either the City or the Association, with or without cause, upon delivery of a sixty (60) day written notice of termination to the other Party.

THE CITY OF GREEN COVE SPRINGS,  
FLORIDA, a Florida municipal corporation

By: 

Edward Gaw  
Mayor

Date: 11/4/2021

By:  #673

John Guzman  
Acting Chief of Police

Date: 11-4-21

By: 

Erin West  
City Clerk

Date: 11/4/2021

MAGNOLIA POINT COMMUNITY  
ASSOCIATION, INC., a Florida non-profit  
corporation

By: 

Larry Francisco  
President of the Board of Directors

Date: Oct 29, 2021

Approved as to form and legality for City

By: 

L.J. Arnold, III  
City Attorney

Date: 11/4/2021

EXHIBIT A  
PLATTED PROPERTY

All of the existing and future platted subdivisions and roadways within the Magnolia Point Planned Unit Development, including but not limited to:

Magnolia Point Golf and Country Club, Phase I, as recorded in Plat Book 20, Pages 25 through 34, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase II, as recorded in Plat Book 22, Pages 20 through 30, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase III, as recorded in Plat Book 25, Pages 41 through 44, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase IV, as recorded in Plat Book 39, Pages 36 through 51, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase V, as recorded in Plat Book 45, Pages 35 through 41, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golfside Villas, Phase II, as recorded in Plat Book 24, Pages 44 through 45, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golfside Villas, Phase III, as recorded in Plat Book 28, Pages 52 through 55, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golfside Villas, Phase IV, as recorded in Plat Book 32, Pages 44 through 45, inclusive, of the public records of Clay County, Florida;

Magnolia Point Estates, Phase I, as recorded in Plat Book 25, Pages 38 through 40, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase VI, as recorded in Plat Book 47, Pages 1 through 4, inclusive, of the public records of Clay County, Florida;

Magnolia Point Golf and Country Club, Phase VII, as recorded in Plat Book 49, Pages 55 through 63 inclusive, of the public records of Clay County, Florida; and

Magnolia Point Golf and Country Club, Phase VIII-A, as recorded in Plat Book 57, Pages 19 through 23, inclusive, of the public records of Clay County, Florida.