

TRAFFIC ENFORCEMENT AGREEMENT

Crown Point Homeowners Association, Inc.

THIS TRAFFIC ENFORCEMENT AGREEMENT (“Agreement”) is made and entered into as the (17th) day of (April), (2016), (the “Effective Date”) by and between Crown Point Homeowners Association, Inc., whose mailing address is 4901 Vineland Road, Suite 500, Orlando, FL 32811 (hereinafter referred to as the “Association”) and the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, the Association is a not-for-profit corporation existing pursuant to and in accordance with Florida Statutes, Chapter 617, Corporations Not For Profit, §§ 617.301-617.312; and

WHEREAS, the Association is a homeowners association organized pursuant to Florida Statutes, Chapter 720, Homeowners’ Association, General Provisions, §§ 720.301-720.313; and

WHEREAS, the Association owns and/or controls those private roads within the Crown Pointe Cove Subdivision which is located in Orange County, Florida, and within the corporate limits of the City of Ocoee, Florida, (hereinafter referred to as the “Private Roads”); and

WHEREAS, Florida Statutes, Chapter 316, State Uniform Traffic Control § 316.006(2)(b) regarding jurisdiction authorizes the City, subject to certain provisions, to enter into an agreement with the Association whereby the Association grants unto the City traffic control jurisdiction over the Private Roads within the subdivision controlled by the Association; and

WHEREAS, Florida Statutes, Chapter 316, State Uniform Traffic Control, § 316.640(3) regarding enforcement authorizes the City to require that the City police department enforce the traffic laws of the State of Florida on any private roads pursuant to a written agreement under Florida Statutes, § 316.006(2)(b); and

WHEREAS, the Association and the City desire to have the Association grant unto the City traffic control jurisdiction over the Private Roads as authorized by Florida Statutes § 316.006(2)(b) so that the City may enforce the traffic laws of the State of Florida on the Private Roads; and

WHEREAS, this Agreement has been duly approved and authorized by the Association in accordance with its Articles of Incorporation, Bylaws, and other applicable governing documents.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporate herein by this reference.

Section 2. Traffic Control Jurisdiction. The Parties agree that the City shall have traffic control jurisdiction over the Private Roads and that officers of the City police department are authorized to enter upon the Private Roads for the purpose of enforcing uniform traffic control laws on the Private Roads. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by the City under law, and nothing in this Agreement shall be construed to limit or remove any such jurisdictional authority. Such existing jurisdiction includes, but is not limited to, the regulation of access to the Private Roads by security devices or personnel.

Section 3. Traffic Enforcement. The City hereby agrees that the police department will enforce Florida Statutes, Chapter 316, State Uniform Traffic Control and the Code of the City of Ocoee, Chapter 168, Vehicles and Traffic, on the Private Roads; provided, however, that the foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the Private Roads vis-à-vis public roadways or other private roads. All decisions regarding the level of traffic enforcement on the Private Roads and staffing related thereto shall be within the sole discretion of the City police department.

Section 4. Traffic Control Signs and Markings. All traffic control signs and markings within the subdivision shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD), and shall be installed and maintained by the Association. The City shall have the right at any time to require installation, maintenance and modification of traffic control signs and other traffic control apparatus as the City may deem to be necessary for the enforcement of traffic laws on the Private Roads.

Section 5. Traffic Enforcement Fee. In consideration for the City exercising traffic control jurisdiction over the Private Roads, the Association hereby agrees to pay to the City an annual Traffic Enforcement Fee (“Annual Fee”). The initial Annual Fee under this Agreement will be set at \$0. The parties hereby agree that the Annual Fee is made as reimbursement for (i) the actual costs of traffic control and enforcement, and (ii) the additional liability insurance costs incurred by the City as a result of this Agreement.

Section 6. Indemnification. The Association hereby agrees to indemnify and hold the City harmless from and against all losses, costs, expenses, claims, damages, judgments, liabilities and causes of action whatsoever (collectively, “Claims”) including reasonable attorneys’ fees and paralegal fees, both at trial and at appellate levels, arising out of or alleged to have arisen out of the City entering into this Agreement. Nothing

herein shall be construed to include within the foregoing indemnity and liability on the part of the Association for Claims arising out of acts of negligence by the City. The City shall use its best efforts to promptly notify the Association in writing of any Claims based on this Agreement and shall provide the Association with information regarding the Claims based on this Agreement as the Association may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Association under this Section. No Claims whatsoever shall be made or asserted against the City by the Association for or on account of anything done or as a result of anything done or not done in connection with this Agreement. Nothing set forth in this Agreement shall be deemed or construed as a waiver of sovereign immunity by the City and the City shall have and maintain at all times and for all purposes any and all rights, immunities and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes and other applicable law. This indemnification and hold harmless shall survive any termination of this Agreement.

Section 7. Term; Termination. The term of this Agreement shall be two (2) years from the Effective Date (the "Term"); provided, however, that this Agreement may be terminated by either party upon sixty (60) days written notice to the address first appearing in this agreement. This Agreement will automatically renew for an additional two-year term at the end of each two-year term unless the Agreement has been terminated in accordance with this Section.

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be liberally construed and interpreted according to the laws of the State of Florida.

Section 9. Agreement; Amendment. This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understanding and agreements, with respect to the subject matter hereof. The parties shall make amendments to and waivers of the provisions of this Agreement only in writing and by formal amendment.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Section 11. Captions. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 12. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

Section 13. Effective Date. The Effective Date of this Agreement shall be the date first appearing in this Agreement and shall coincide with the date the Agreement is executed by the City.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Association and the City have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

ASSOCIATION

Signed, sealed and delivered
In the presence of:

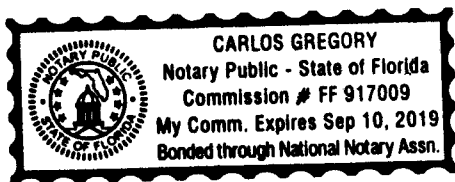
[Signature]
Print Name CLIFF TORRES
[Signature]
Print Name JOSH KALIN

By: [Signature]
Name: Angel Alfonso
Title: President
(CORPORATE SEAL)
Executed on: _____

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared and who () is personally known to me or () produced _____ Identification and that he/she acknowledged executing the same in the presence of two subscribing witnesses, on behalf of said corporation, freely and voluntarily, for the uses and proposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid the 24th day of FEBRUARY, 2016.



[Signature]
Signature of Notary

Carlos Gregory
Name of Notary (Typed, Printed, or Stamped)

Commission Number (if not legible on seal): FF 917009
My Commission expires (if not legible on seal): 9/10/19

Signed, sealed and delivered in the Presence of:

CITY OF OCOEE

Maria Serrano
Print Name: Maria Serrano

By: Rusty Johnson
Rusty Johnson, Mayor

Nicholas Dehenzo
Print Name: Nicholas Dehenzo

ATTEST: Beth Eikenberry
Beth Eikenberry, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this 19 day of APRIL, 2016.

APPROVED BY THE CITY OF OCOEE COMMISSION IN A MEETING HELD ON April 19, 2016 UNDER ITEM NO. 10.

SHUFFIELD, LOWMAN & WILSON, P.A.

By: [Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County foresaid to take acknowledgements, personally appeared, RUSTY JOHNSON, and BETH EIKENBERRY, personally known to me to be the Mayor and City Clerk, respectively, of the City of Ocoee, Florida, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of April, 2016.



KATHERINE A. HEARD
MY COMMISSION # FF 041553
EXPIRES: November 14, 2017
Bonded Thru Budget Notary Services

Katherine A. Heard
Signature of Notary

Katherine A. Heard
Name of Notary (typed, printed or stamped)
Commission Number (if not legible on seal): _____
Commission expires (if not legible on seal): _____

CROWN POINTE COVE

SHEET 1 OF 2

A REPLAT OF LOT 5, WESTYN BAY COMMERCIAL, PLAT BOOK _____, PAGES _____
 A PORTION OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST,
 CITY OF OCOCEE, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

Lot 5, Westyn Bay Commercial, according to the plat thereof, as recorded in Plat Book _____, Pages _____ through _____, public records of Orange County, Florida, lying in Section 6, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

Commence at a 4"x4" concrete monument at the Southeast corner of the Northwest 1/4 of said Section 6, as a point of reference; thence run S86°38'39"W, along the South line thereof, 648.91 feet to a point on the West right of way line of County Road 437; thence continue S86°38'39"W along said South line of the Northwest 1/4 of Section 6, a distance of 317.15 feet to the Point of Beginning; thence run S281°7'18"W, a distance of 424.48 feet; thence run N62°13'45"W, a distance of 23.37 feet to the beginning of a curve concave to the South, having a radius of 180.00 feet; thence run Northwestly along the arc of said curve through a central angle of 18°04'40", an arc distance of 50.51 feet to a point of reverse curvature of a curve concave to the North, having a radius of 720.00 feet; thence run Northwestly along the arc of said curve through a central angle of 40°05'19", an arc distance of 503.77 feet; thence run N38°13'06"W, a distance of 188.46 feet to a point on the Southeastly right of way line of Ocean Crown Point Parkway; thence run N51°45'54"E, along said Southeastly right of way line, a distance of 342.38 feet to the beginning of a curve concave to the South, having a radius of 640.00 feet; thence continue along said Southeastly right of way line and the arc of said curve through a central angle of 47°18'09", an arc distance of 528.37 feet; thence depart said Southeastly right of way line, central angle of 14.38 feet to the beginning of a curve, concave to the East, having a radius of 86.50 feet; thence run Southeastly along the arc of said curve through a central angle of 72°59'24", an arc distance of 110.19 feet; thence run S61°42'42"E, a distance of 101.31 feet to the beginning of a curve, concave to the West, having a radius of 37.50 feet; thence run Southeastly along the arc of said curve through a central angle of 90°00'00", an arc distance of 58.90 feet; thence run S281°7'18"W, a distance of 223.46 feet to the Point of Beginning.

Containing 9.884 Acres, more or less.

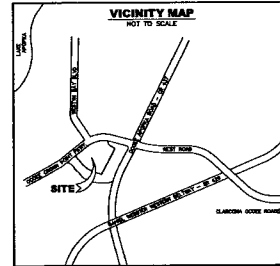
GENERAL NOTES

- BEARINGS BASED ON THE SOUTH RIGHT OF WAY LINE OF OCOCEE CROWN POINT PARKWAY AS BEING S51°46'54"W.
- ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
- ALL PUBLIC UTILITY EASEMENTS SHOWN OR STATED HEREON OR ATTACHED SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- TRACT A IS A RECREATION TRACT AND IS TO BE OWNED BY THE CROWN POINTE COVE HOMEOWNERS ASSOCIATION, INC. AND IS TO BE MAINTAINED PURSUANT TO THE COMMUNITY DECLARATION FROM CROWN POINTE COVE, AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (THE "DECLARATION").
- TRACT B IS A PRIVATE ROADWAY TRACT TO BE OWNED BY THE CROWN POINTE COVE HOMEOWNERS ASSOCIATION, INC. AND IS TO BE MAINTAINED PURSUANT TO THE DECLARATION.
- TRACTS C AND D ARE LANDSCAPE AND OPEN SPACE TRACTS TO BE OWNED BY THE CROWN POINTE COVE HOMEOWNERS ASSOCIATION, INC. AND IS TO BE MAINTAINED PURSUANT TO THE DECLARATION.
- THE 7.00' LANDSCAPE EASEMENT SHOWN OVER LOTS 1-4, 28-24 RUNS IN FAVOR OF THE CROWN POINTE COVE HOMEOWNERS ASSOCIATION, INC. AND IS TO BE MAINTAINED PURSUANT TO THE DECLARATION.
- THE 10.00' WALL EASEMENT SHOWN OVER LOTS 1-4, 28-34 RUNS IN FAVOR OF THE CROWN POINTE COVE HOMEOWNERS ASSOCIATION, INC. AND IS TO BE MAINTAINED PURSUANT TO THE DECLARATION.
- DEVELOPMENT AGREEMENT (WESTYN BAY COMMERCIAL), BY AND BETWEEN OCOCEE LAND TRUST, A DELAWARE STATUTORY TRUST, AND THE CITY OF OCOCEE, A FLORIDA MUNICIPAL CORPORATION, AS RECORDED AT OFFICIAL RECORDS BOOK 11029, PAGE 3414, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND AS AMENDED BY THAT FIRST AMENDMENT THERETO, RECORDED AT OFFICIAL RECORDS BOOK 11032, PAGE 2477, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE SECOND AMENDMENT THERETO, RECORDED IN ORANGE COUNTY, FLORIDA PUBLIC RECORDS ON _____, 2016 AS DOCUMENT # _____.
- ALL ACCESS RIGHTS TO OCOCEE CROWN POINT PARKWAY, EXCEPT AT LOCATIONS SHOWN ON THE APPROVED FINAL SITE PLAN, ARE HEREBY DEDICATED TO THE CITY OF OCOCEE.
- THERE IS A 10.00 FOOT WIDE, 5.00 FEET ON EITHER SIDE OF LOT LINE UNLESS OTHERWISE NOTED, UTILITY AND DRAINAGE EASEMENT.
- THERE IS A 10.00 FOOT WIDE UTILITY, DRAINAGE AND SIDEWALK EASEMENT ALONG THE INTERNAL RIGHT OF WAY.

LEGEND

- - SET 4"x4" CONCRETE MONUMENT STAMPED "SHANNON PRM 4671", UNLESS OTHERWISE NOTED
- - SET 2"x8" IRON ROD & CAP, STAMPED "SHANNON 4671", UNLESS OTHERWISE NOTED
- CM - CONCRETE MONUMENT
- C - CONCRETE CURB
- LB - LICENSED BUSINESS CERTIFICATION
- PRM - PERMANENT REFERENCE MONUMENT
- ORR - OFFICIAL RECORDS BOOK
- PC - POINT OF CURVATURE
- PCD - POINT OF COMPOUND CURVATURE
- PI - POINT OF INTERSECTION
- PRC - POINT OF REVERSE CURVATURE
- PT - POINT OF TANGENCY
- PG - PAGE
- PS - PAGES
- R/W - RIGHT-OF-WAY
- # - NUMBER
- SEC - SECTION
- AC - ACRES
- NE - NORTHEAST
- SE - SOUTHEAST
- SW - SOUTHWEST
- NW - NORTHWEST
- FP&DS - FLORIDA POWER CORPORATION DISTRIBUTION EASEMENT
- D.U.S.E. - DRAINAGE, UTILITY & SIDEWALK EASEMENT
- ||||| - LANDSCAPE EASEMENT
- ||||| - WALL EASEMENT

SHANNON SURVEYING, INC.
 499 NORTH S.R. 434 - SUITE 2155
 ALTAMONTE SPRINGS, FLORIDA, 32714
 (407) 774-5372 LB # 6088



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE: THE CITY OF OCOCEE IS SUBJECT TO THE TERMS, PROVISIONS AND RESTRICTIONS OF F.S. CHAPTER 163 CONCERNING MODERATORIA ON THE ISSUANCE OF BUILDING PERMITS UNDER CERTAIN CIRCUMSTANCES. THE CITY HAS NO LAWFUL AUTHORITY TO EXEMPT ANY PRIVATE ENTITY OR ITSELF FROM THE APPLICATION OF SUCH STATE LEGISLATION AND NOTHING HEREIN SHALL BE CONSIDERED AS SUCH AN EXEMPTION.

NOTICE: ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THE CITY OF OCOCEE LAND DEVELOPMENT CODE, AS AMENDED FROM TIME TO TIME, AND ALL FEDERAL, STATE, COUNTY AND CITY RULES, REGULATIONS, ORDINANCES AND APPROVALS.

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and Registered Land Surveyor, does hereby certify that he has completed the survey of the lands shown in the foregoing plat; that said plat is a correct representation of the lands therein described and plotted or subdivided; This plat was prepared under my direction and supervision. This plat complies with all of the survey requirements of chapter 177, Florida Statutes, and that said land is located in Orange County, Florida.

James R. Shannon Jr. 4-4-2016
 JAMES R. SHANNON JR., REG. 17171, S.P. 2010
 SHANNON SURVEYING, INC.
 499 NORTH S.R. 434, SUITE 2155
 ALTAMONTE SPRINGS, FLORIDA, 32714

PLAT BOOK _____ PAGE _____

CROWN POINTE COVE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, Pulla Home Corporation, a Michigan corporation, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands, and plat for the use and purposes therein expressed and dedicated the S.O.D. (drainage & utility easement and a utility easement over Tracts B, C, & D to the perpetual use of the public.

IN WITNESS WHEREOF the undersigned center has caused these presents to be signed this 4th day of April, 2016.

Pulla Home Corporation, a Michigan corporation
 Signed in the presence of:
 By: *DAVE HEERMAN* SIGNATURE
 DAVE HEERMAN PRINTED NAME
JOSEPH KAHN SIGNATURE
 JOSEPH KAHN PRINTED NAME

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY that on this 4th day of April, 2016, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared DAVE HEERMAN and JOSEPH KAHN of Pulla Home Corporation, a Michigan corporation who are lawfully known to me or have produced the following identification _____ and did not take an oath that they are the persons described in and who executed the foregoing dedication and severally acknowledge the execution thereof to be their free act and deed as such officers thereto duly authorized; and that said dedication is the act and deed of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and seal on the above date.
 Signature of Notary: *[Signature]*
 Printed Name: DAVID G. GIBSON
 Commission Number: 65917009
 My Commission Expires: 9/16/15

CERTIFICATE OF APPROVAL BY CITY ENGINEER

Examined and Approved: _____
 City Engineer Date _____

CERTIFICATE OF APPROVAL BY CITY DEVELOPMENT SERVICES DIRECTOR

Examined and Approved: _____
 City Development Services Director Date _____

CERTIFICATE OF APPROVAL BY BOARD OF CITY COMMISSIONERS

THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the Board of City Commissioners of Orange County, Florida.

City Attorney Mayor of Orange
 Attest: _____
 City Clerk

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY that I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, Florida Statutes.

Signature _____ Date _____
 Printed Name: _____
 Company: _____
 Address: _____
 Registration No. _____

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in Orange County Official Records on _____ as File No. _____
 County Comptroller in and for Orange County, Florida
 By: _____

