

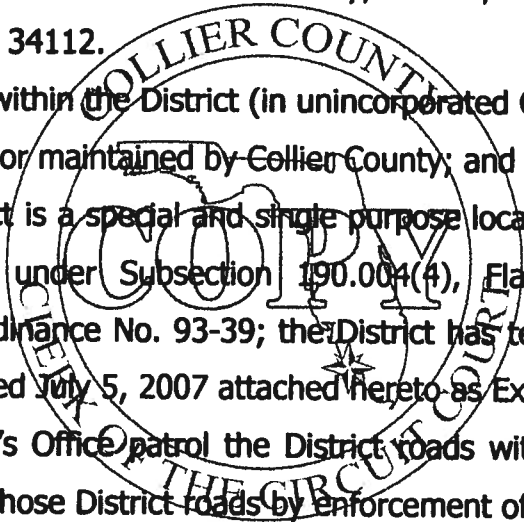
AGREEMENT APPROVING AND PROVIDING FOR COUNTY TRAFFIC CONTROL JURISDICTION OVER ROADS WITHIN THE HERITAGE GREENS COMMUNITY DEVELOPMENT DISTRICT

THIS AGREEMENT is made and entered into this 11th day of September, 2007, by and among the following three parties: **The Heritage Greens Community Development District, c/o Calvin Teague (District Manager) at 5726 Corporate Circle, Ft. Myers, Florida, 33905**, (hereafter the "Heritage Greens CDD" or the "District"); the Collier County Sheriff's Office, 3301 East Tamiami Trail, Building J, Naples, Florida 34112; and the Board of County Commissioners of Collier County, Florida, 3301 East Tamiami Trail, Building F, Naples, Florida 34112.

WHEREAS, all roads within the District (in unincorporated Collier County) are public roads that are not owned or maintained by Collier County; and

WHEREAS, the District is a special and single purpose local government created by general law to operate under Subsection 190.004(4), Fla. Stat., and has been established by County Ordinance No. 93-39; the District has tendered to the Sheriff of Collier County a letter dated July 5, 2007 attached hereto as Exhibit "A," requesting that the Collier County Sheriff's Office patrol the District roads within the Subdivision and exercise jurisdiction over those District roads by enforcement of State and County traffic laws; and

WHEREAS, Subsection 316.006(3)(a), *Florida Statutes*, provides that each Florida County may exercise jurisdiction over road(s) located within the unincorporated area in its boundaries provided the respective County and other parties owning or controlling such roads provide, by written agreement approved by the governing body of the county for county traffic control jurisdiction over the road(s) covered by the agreement; and



Net:
CLERK TO THE BOARD
INTEROFFICE 4TH FLOOR
EXT 7246

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
09/21/2007 at 07:58AM DWIGHT B. BROCK, CLERK

4074748 OR: 4284 PG: 0311

RRC PRR

95.00

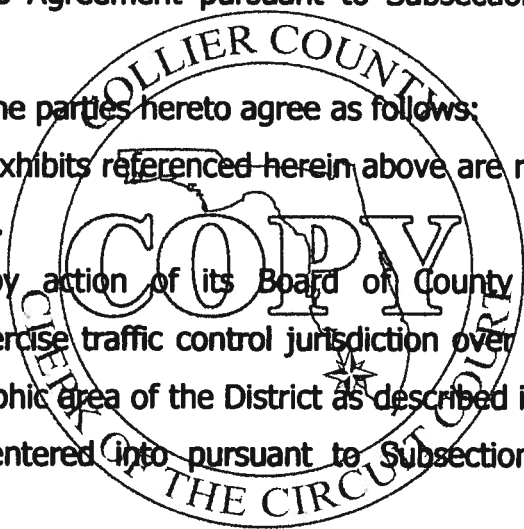
WHEREAS, representatives of the Collier County Sheriff's Office have monitored traffic on roads within the Heritage Greens CDD and have affirmed that traffic enforcement by the Collier County Sheriff's Office is appropriate, and has agreed to provide traffic control enforcement in the geographic areas requested; and

WHEREAS, a private engineering firm representing the District, has provided the Sheriff of Collier County with notice that the signage for the District appears to be in completed and in substantial accordance with the approved subdivision constructions (see Exhibit "B"); and

WHEREAS, the Board of County Commissioners has reviewed these written requests and has determined that it is in the interest of the public health, safety and welfare to enter into this Agreement pursuant to Subsection 316.006(3)(b), *Florida Statutes*.

NOW, THEREFORE, the parties hereto agree as follows:

1. The recitals and Exhibits referenced herein above are restated and made a part of this Agreement.
2. Collier County, by action of its Board of County Commissioners, hereby determines to exercise traffic control jurisdiction over all District roads located within the geographic area of the District as described in Exhibit "C" pursuant to this Agreement entered into pursuant to Subsection 316.006(3)(b), *Florida Statutes*.
3. Pursuant to Subsection 316.006(3)(b)(2), *Florida Statutes*, the Collier County Sheriff's Office hereby expressly waives the statutory requirement concerning the effective date of this Agreement relating to the beginning of our next County fiscal year and agrees to the effective date of this Agreement.
4. The Collier County Sheriff's Office shall, commencing on the date of final approval by the Board of County Commissioners and thereafter until this Agreement is terminated, include as part of its duties, patrol and enforcement of all County and State traffic control regulations and laws on or over the roads within the Heritage Greens CDD, including such additional roads, if any, that may hereafter come into existence within the District. The Collier County



Sheriff's Office shall work with the District to determine the type and frequency of the patrol within the District. The District understands that any patrol activity by the Sheriff within the boundaries of the District shall be limited by circumstances which may arise necessitating the need for the Sheriff to respond to other matters outside of the boundaries of the District.

5. The parties recognize that all roads within the Heritage Greens CDD (as such roads are described herein) are public roads, but are not County-owned, and neither the County nor the Sheriff's Office has any duty or responsibility for construction and/or repair of any of the same, including signage, and this Agreement does not impose any such responsibilities upon the County or the Sheriff's Office. Signage maintenance, repair and adequacy on and along the roads within the District is the responsibility of the Heritage Greens CDD and/or other private property interests within said Subdivision.
6. For purposes of identification and geographic specificity, the District is composed of the platted area described in Exhibit "C" attached hereto.
7. The Collier County Sheriff's Office hereby reserves the authority under this contract to enter into negotiations with Heritage Greens CDD for the purpose of allocating costs pursuant to Subsection 316.006(3)(b)(1), *Florida Statutes*, as condition to enforcement.
8. This Agreement may be changed, amended or modified only by means of a written document executed with the same formality as this Agreement. This Agreement may be terminated unilaterally by the Board of County Commissioners (by adoption of a Resolution at a public meeting of the Board of County Commissioners providing that this Agreement be terminated), or by the Heritage Greens CDD.
9. The Heritage Greens CDD shall hold harmless and defend Collier County and the Collier County Sheriff, and their agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgments of any name and description arising out of or incidental to performance under the terms of this Agreement.

IN WITNESS WHEREOF, the Heritage Greens CDD, the Sheriff, and the County have executed this agreement.

Heritage Greens CDD

WITNESSES:

[Signature]

Signature of First Witness

JAMES E. TRZYNA JR.

Print Name of First Witness

By: [Signature]
Don W. Segui, Chairman

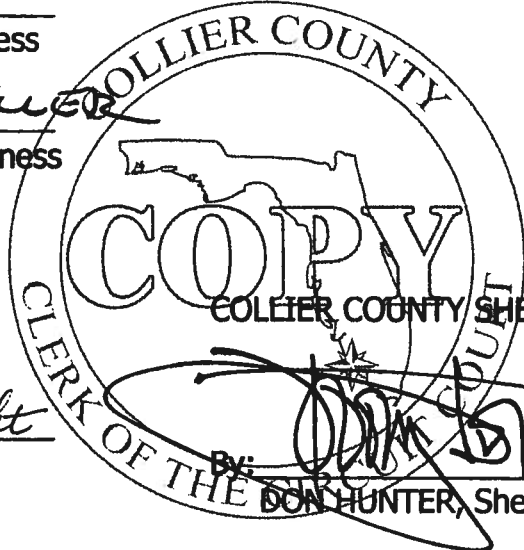
Date: 7-27-2007

[Signature]

Signature of Second Witness

JAMES C. KELLER

Print Name of Second Witness



WITNESSES:

[Signature]

Signature of First Witness

MARY COURTRIGHT

Print Name of First Witness

By: [Signature]
DON HUNTER, Sheriff

Date: 30 JUL 07

[Signature]

Signature of Second Witness

Deborah F. Verwey

Print Name of Second Witness

ATTEST:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

by: Attn: Deputy Clerk
Attest as to Chairman's
signature only

By: James Coletta
JAMES COLETTA, Chairman

Approved as to form and
legal sufficiency:

Tom Palmer
Thomas C. Palmer
Assistant County Attorney



YOUNG VAN ASSENDERP, P.A.

ATTORNEYS AT LAW

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 Phillip S. Parsons
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 David B. Erwin
 Joseph W. Landers, Jr.

George Ann C. Bracko
 Executive Director

July 5, 2007

M.W. Schryver
 Attorney for Collier County Sheriff
 3301 Tamiami Tr. E. Bldg J.
 Naples, Florida 34112-4902

(239) 793-4902

Dear Mr. Schryver,

The Heritage Greens Community Development District has directed its undersigned counsel to write this letter formally requesting the Collier County Sheriff to patrol the roads within the Heritage Greens Community.

As you know, the Heritage Greens Community Development District and the Collier County Sheriff have previously reached an agreement for traffic enforcement within the District; however, assistant Collier County attorney, Tom Palmer, has informed the District that Collier County will not approve of certain terms within the previous agreement.

As a result, we have worked with Mr. Palmer to draft a new agreement which will soon be sent to the Sheriff for your comments. A key exhibit referenced in the new agreement is this letter which memorializes the District's request for patrol of the roads within the District. Enclosed, please find a map of the District roads for your review.

Thank you for your assistance in this matter. As always, if you have any questions, comments or concerns, please do not hesitate to contact our law firm.

Sincerely,



Timothy Qualls
 Counsel for the Heritage Greens CDD

cc: Don Segui, Tom Palmer, Ken van Assenderp

Enclosure



Professional Engineers, Planners, Architects, & Surveyors

POOR QUALITY ORIGINAL

EXHIBIT "B"

July 2, 2007

Collier County Sheriff's Office
3301 Tamiami Trail East
Building J
Naples, FL 34112

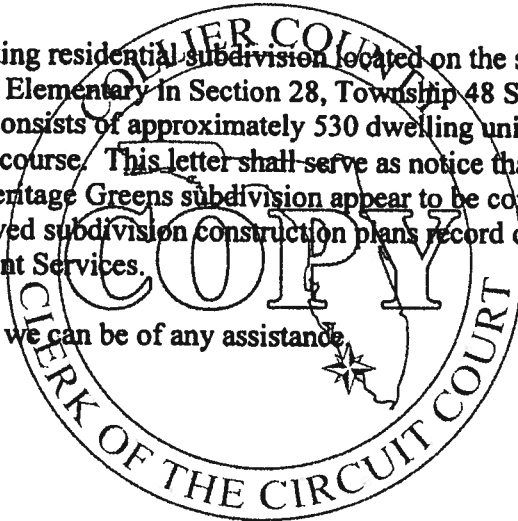
Re: Heritage Greens CDD
Notice of Street Signage

Heritage Greens is an existing residential subdivision located on the south side of Immokalee Road, west of Laurel Oaks Elementary in Section 28, Township 48 South, Range 26 East, Collier County. The subdivision consists of approximately 530 dwelling units and associated community pools and golf course. This letter shall serve as notice that in our professional opinion, the signs in the Heritage Greens subdivision appear to be complete and in substantial accordance with the approved subdivision construction plans record drawings, as filed with Collier County Development Services.

Please contact our office if we can be of any assistance.

Sincerely,

Agnoli, Barber & Brundage, Inc.
James A. Carr, P.E.



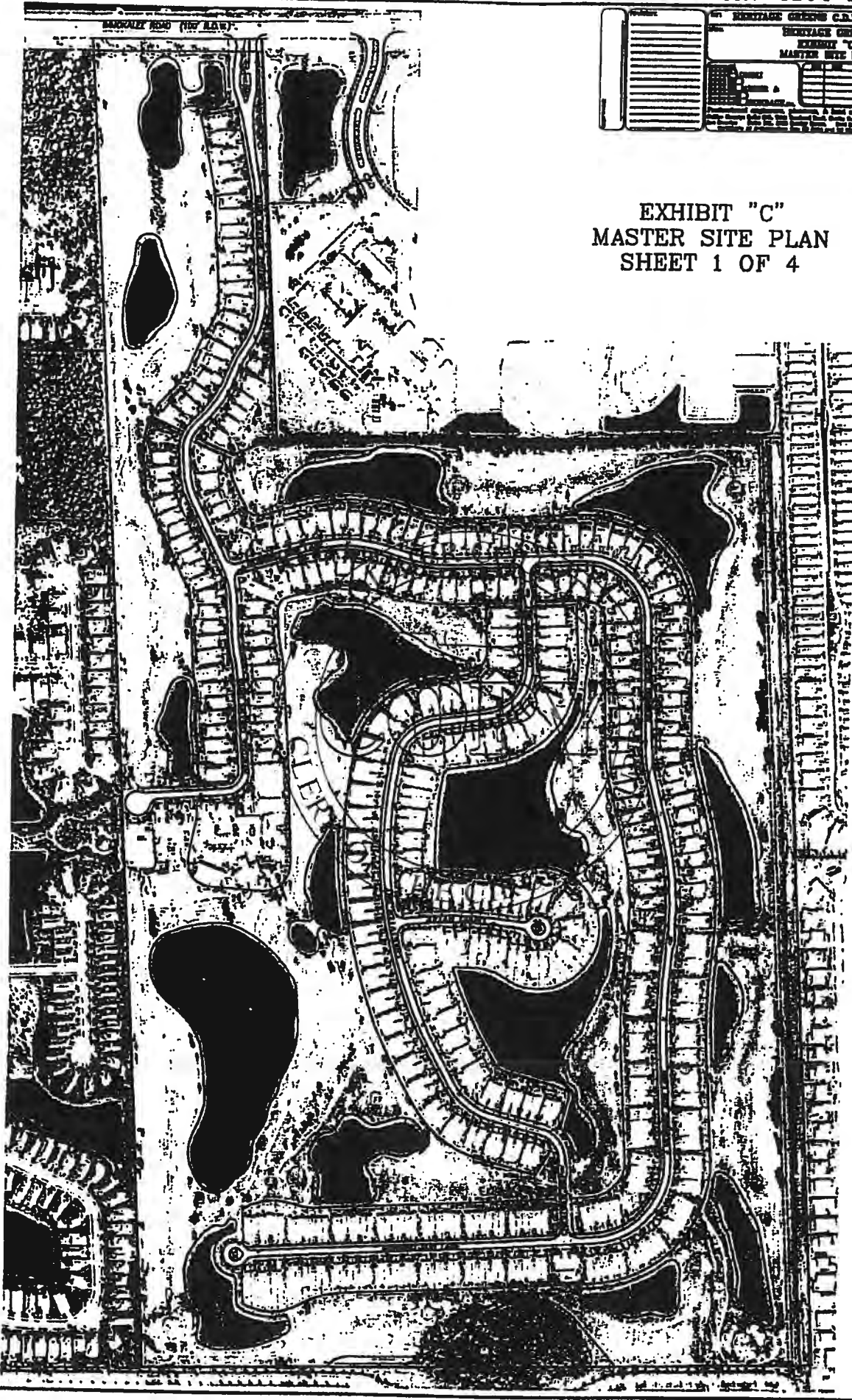
JAC/jsb

06-081JSB07.ltr

MARKALEY ROAD (107' R.O.W.)

| | | | |
|-------------|--|------------------------|--|
| PROJECT | | HERITAGE GREENS C.D.S. | |
| OWNER | | HERITAGE GREENS | |
| DESIGNER | | EXHIBIT "C" | |
| DATE | | MASTER SITE PLAN | |
| SCALE | | 1" = 100' | |
| SHEET NO. | | 1 OF 4 | |
| DATE | | 1/1/00 | |
| DRAWN BY | | J.M. | |
| CHECKED BY | | J.M. | |
| APPROVED BY | | J.M. | |
| DATE | | 1/1/00 | |

EXHIBIT "C"
MASTER SITE PLAN
SHEET 1 OF 4



IMMOKALEE ROAD (100' R.O.W.)

| | |
|--------------------------|-------------|
| HERITAGE GREENS P.L.L.C. | |
| HERITAGE GREENS | |
| EXHIBIT "C" | |
| PARTIAL SITE PLAN | |
| DATE | SCALE |
| BY | PROJECT NO. |
| CHECKED BY | DATE |
| APPROVED BY | DATE |

EXHIBIT "C"
PARTIAL SITE PLAN
SHEET 2 OF 4

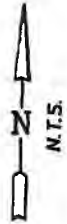
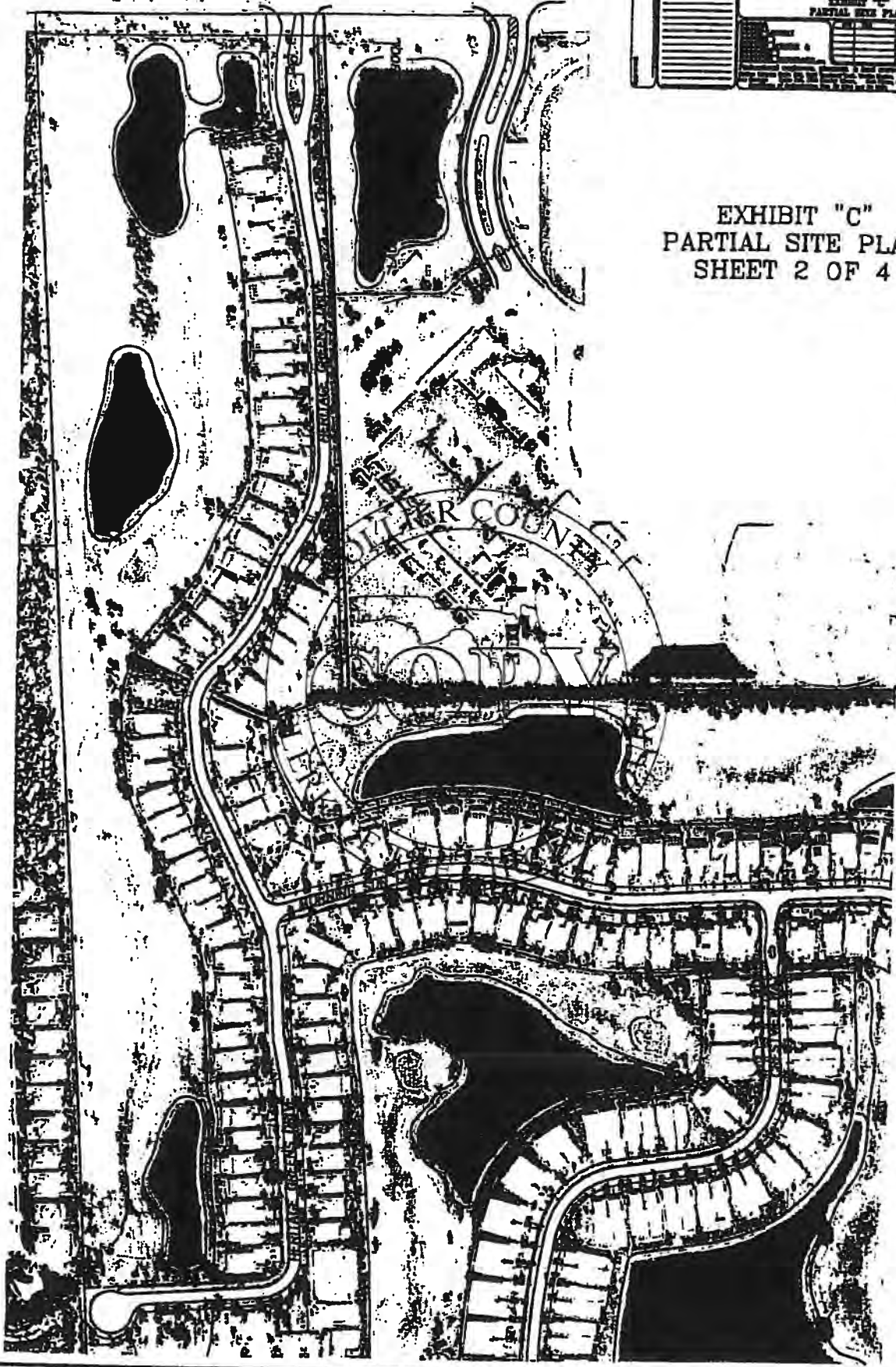
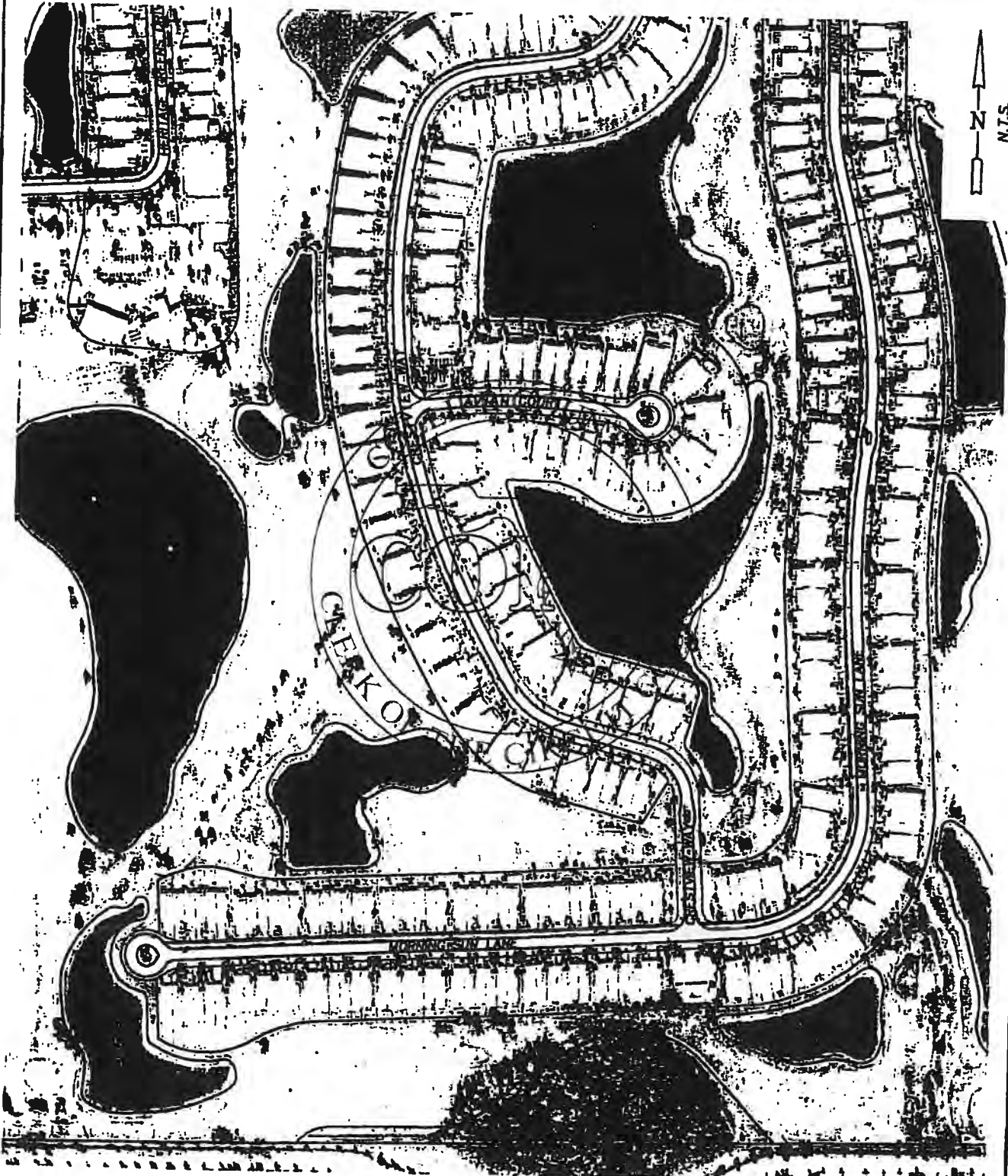


EXHIBIT "C"
PARTIAL SITE PLAN
SHEET 4 OF 4

| | |
|------------------------|----------|
| HERITAGE GREENS C.A.B. | |
| HERITAGE GREENS | |
| EXHIBIT "C" | |
| PARTIAL SITE PLAN | |
| DATE | 1/2/00 |
| SCALE | AS SHOWN |
| DRAWN BY | ... |
| CHECKED BY | ... |
| APPROVED BY | ... |



N
N.T.S.