





R 42

See pg 96

R 42

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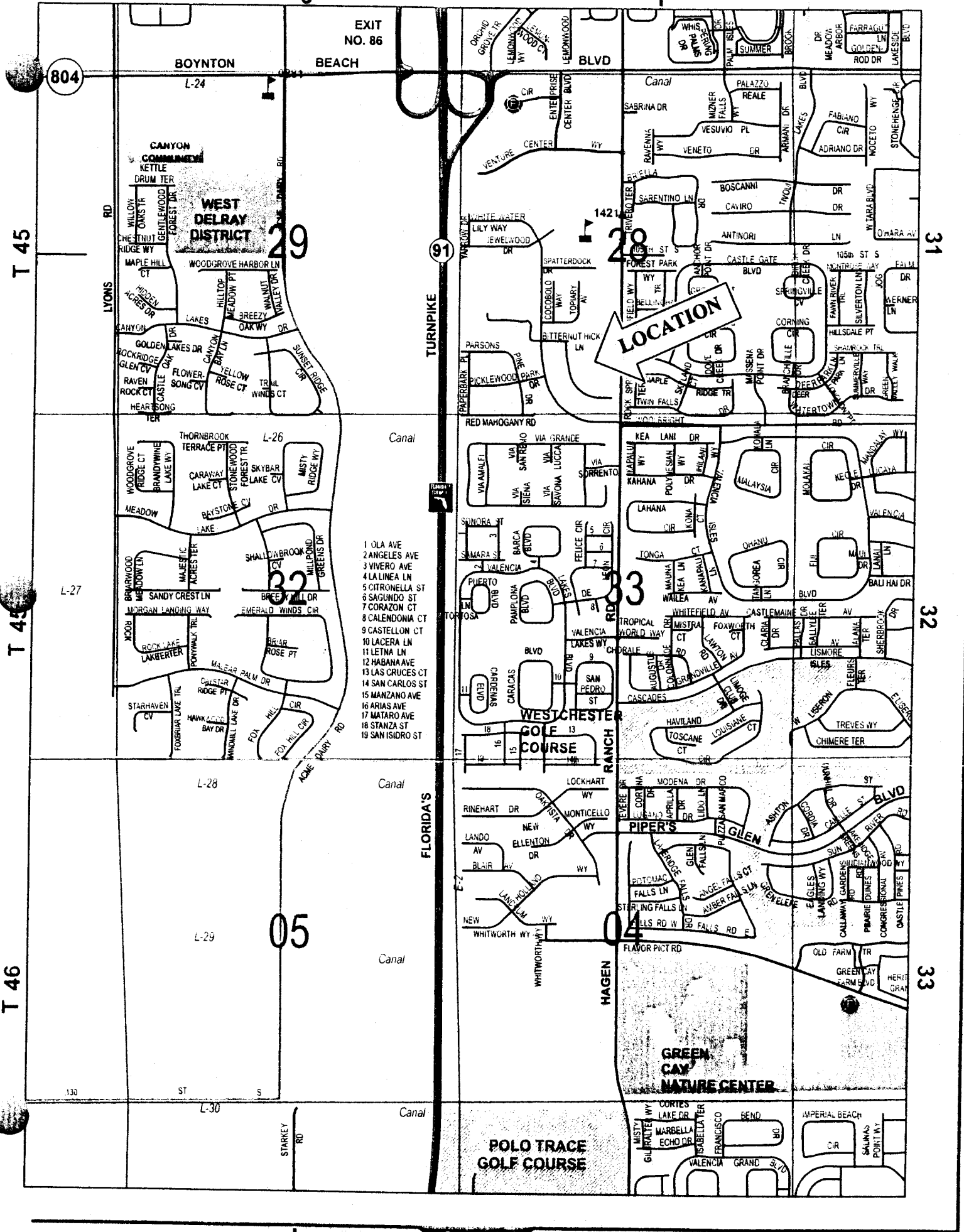
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EXIT NO. 86

804

BOYNTON

BEACH

TURNPIKE

LOCATION

WEST DELRAY DISTRICT

WESTCHESTER RANCH GOLF COURSE

POLO TRACE GOLF COURSE

GREEN CAY NATURE CENTER

- 1 OLA AVE
- 2 ANGELES AVE
- 3 VIVERO AVE
- 4 LA LINEA LN
- 5 CITRONELLA ST
- 6 SAGUNDO ST
- 7 CORAZON CT
- 8 CALENDONIA CT
- 9 CASTELLON CT
- 10 LACERA LN
- 11 LETNA LN
- 12 HABANA AVE
- 13 LAS CRUCES CT
- 14 SAN CARLOS ST
- 15 MANZANO AVE
- 16 ARIAS AVE
- 17 MATARO AVE
- 18 STANZA ST
- 19 SAN ISIDRO ST

See pg 108

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM  
BEACH COUNTY AND GREYSTONE AT BOYNTON BEACH  
HOMEOWNERS ASSOCIATION INCORPORATED**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter **County**, and **GREYSTONE AT BOYNTON BEACH HOMEOWNERS ASSOCIATION INCORPORATED** representing a private residential community located in Palm Beach County, Florida, hereinafter **Community**.

**WITNESSETH:**

**WHEREAS**, Community owns/or controls the roadways within its development as private roads; and

**WHEREAS**, Section 316.006(3) provides that County may exercise traffic control jurisdiction over private roads by written agreement after consultation with the Palm Beach County Sheriff's Office, hereinafter Sheriff; and

**WHEREAS**, Community wishes to contract with the County for performance of law enforcement services and functions relating to traffic control within its boundaries in Palm Beach County, Florida.

**NOW, THEREFORE**, in consideration of the mutual representations, terms, and covenants contained herein, the parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. Community desires to have the Sheriff and his deputies control traffic upon its roadways during normal patrol hours (hereinafter Services). Should Community desire deputies to be situated in its development at times outside normal hours, Community understands that a separate contract shall be executed for additional services and Community will be invoiced for such additional services.
3. Community shall provide County with certification by a licensed engineer that the roadway signage is in accordance with the standards set forth in the *Manual on Uniform Traffic Control Devices* and Chapter 316, Florida Statutes (Exhibit A). In addition, Community shall provide an affidavit stating that Community does in fact own/or control the roadways within said development (Exhibit B).
4. County and Sheriff shall exercise the authority in Community's geographical area pursuant to this Agreement and granted by the laws of the State of Florida.
5. The rendition of Services, standards of performance, discipline and other matters incident to the performance of such Services (hereinafter Operational Matters), and the control of personnel employed shall be within the sole discretion of the Sheriff.

6. Persons employed in the performance of Services provided are appointees of the Sheriff and not County. As appointees of the Sheriff they receive all benefits, training and promotion opportunities provided by the Sheriff.

7. This Agreement may be canceled by the County or Community for any reason after (60) days written notice has been provided to the other party with a copy to the Sheriff.

8. This Agreement is subject to modification in writing by the mutual consent of parties to this Agreement and executed with the same formality as the original Agreement.

9. All notices and/or inquiries required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Such mailed notices shall be deemed received three (3) business days following the notices being placed in the U.S. Mail. Notices are to be to the following:

As to the activities of the County and Community:

PALM BEACH COUNTY: Palm Beach County Attorney's Office  
Attention: Marlene Romano Everitt  
Assistant County Attorney  
P.O. Box 1989  
West Palm Beach, FL 33402-1989

With a copy to: Dan Weisberg, P.E., Director  
Traffic Division  
Palm Beach County Engineering and  
Public Works Department  
P.O. Box 21229  
West Palm Beach, FL 33416-1229

COMMUNITY: Greystone at Boynton Beach Homeowners  
Association Incorporated  
Attention: Stacey Abuhoff (President)  
c/o GRS Management Associates  
Leslie Susich  
3900 Woodlake Boulevard  
Suite 309  
Lake Worth, FL 33463  
(561) 578-8138

As to contract administration of the Operational Matters under this Agreement:

SHERIFF: Palm Beach County Sheriff's Office  
Attention: Commander of Traffic Division  
3228 Gun Club Road  
West Palm Beach, FL 33406  
(561) 688-3508

10. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by County and Sheriff under law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.

11. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

12. The parties acknowledge that they have consulted with Sheriff as required by Florida Statutes 316.006(3)(b)(2). See acknowledgment of consultation a copy of which is attached hereto and incorporated herein as Exhibit C.

13. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be valid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

14. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

15. This Agreement shall be construed by and governed by the laws of the State of Florida.

16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COMMUNITY:

Greystone at Boynton Beach Homeowners Association  
Incorporated  
Attention: Stacey Abuhoff (President)  
c/o GRS Management Associates  
Leslie Susich  
3900 Woodlake Boulevard  
Suite 309  
Lake Worth, FL 33463  
(561) 578-8138

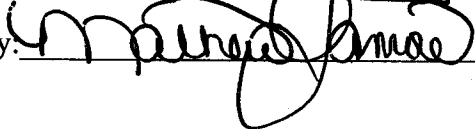
PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By:   
STACEY ABUHOFF, President

By: \_\_\_\_\_  
~~Karen T. Marcus, Chairman~~  
Shelley Vana, Chair

ATTEST:



By: 

ATTEST:

SHARON R. BOCK,  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: 



MANAGEMENT ASSOCIATES, INC.  
*Come Home To a Beautiful Community*

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3900 Woodlake Boulevard Suite 309 • Lake Worth • Florida • 33463  
Phone • 561 • 641 • 8554 Fax • 561 • 641 • 9448

September 12, 2011

Palm Beach County  
Board of County Commissioners  
Engineering & Public Works Dept.  
Traffic Division  
2300 North Jog Road, 3<sup>rd</sup> Floor  
West Palm Beach, Fl. 33411

RE: Traffic Control Agreement

To Whom It May Concern:

Please be advised the streets in GreyStone HOA at Boynton Beach, Inc. are owned and maintained by the GreyStone HOA. Should you have any questions regarding this statement, please feel free to contact me.

On Behalf of the Board of Directors,

*Leslie Susich*  
**Leslie Susich**

Community Association Manager  
3900 Woodlake Blvd. Suite 309  
Lake Worth, FL 33463  
Phone: 561-578-8138  
Fax: 561-578-8186  
<mailto:lmsusich@grsmgt.com>



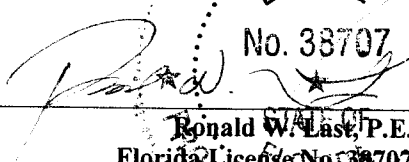


Mini Assemblage a.k.a Greystone P.U.D.

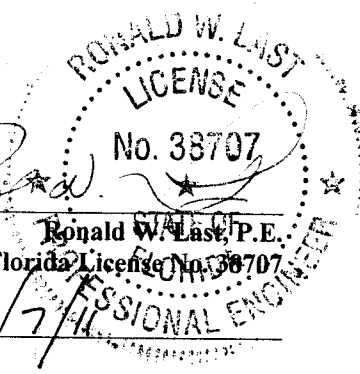
ENGINEER'S CERTIFICATION OF COMPLETION

I, Ronald W. Last, a registered engineer in the State of Florida, certify that in my professional opinion, the school markings and signage improvements installed on White Water Lily Way for the Mini Assemblage project, based on field reviews under my responsible charge, have been installed in substantial accordance with the approved plans on file with the Palm Beach County Engineering Department, Land Development Division, and the Florida Department of Transportation Standards in effect on the date of the plan approval.

Further, I certify that in my professional opinion, the pavement markings and signage within the remainder of the constructed roadways within the project, based on field reviews under my responsible charge, have been installed in substantial accordance with the approval plans on file with the Palm Beach County Engineering Department, Land Development Division.

By:   
Ronald W. Last, P.E.  
Florida License No. 38707

Date: 11/7/11



PBSO ACKNOWLEDGMENT OF CONSULTATION

Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereby acknowledges that Palm Beach County has consulted with a designee of the Palm Beach County Sheriff's Office regarding the agreement for enforcement of the state traffic laws over the private road or roads which are owned or controlled by Greystone at Boynton Beach Homeowners Association, a private residential community.

**FISCAL IMPACT**

There is no fiscal impact to the Palm Beach County Sheriff's Office resulting from routine enforcement in regard to the Agreement for Traffic Control Jurisdiction between Palm Beach County and Greystone at Boynton Beach Homeowners Association,

Date: 10/17/11

By: 

Title: Sheriff