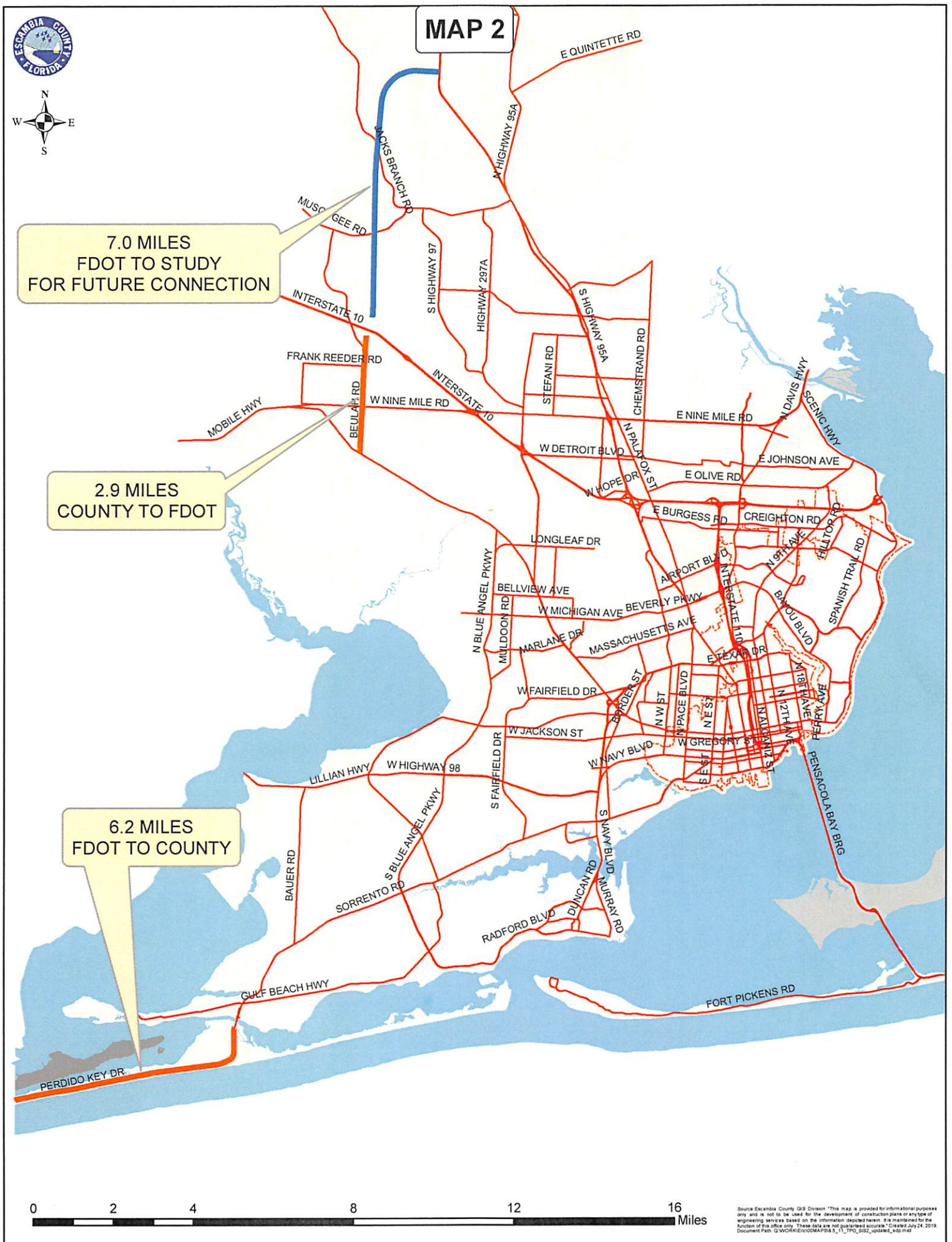




E QUINTETTE RD

2.9 MILES  
COUNTY TO FDOT

6.2 MILES  
FDOT TO COUNTY



Source Escambia County GIS Division "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created July 24, 2019. Document Path: Q:\WORK\Enrico\MAPS\5.11\_TPO\_SIS2\_updated\_sdp.mxd

**FDOT/Escambia County**

**ROADWAY TRANSFER AGREEMENT**

**CR 99/Beulah Road [from US 90A/SR 10 (Nine Mile Road) to Isaacs Lane and from US 90/SR 10A (Mobile Hwy.) to US 90A/SR 10 (Nine Mile Road)] from the Escambia County Road System to the State Highway System**

**AND**

**SR 292/Perdido Key Dr. (from Alabama/Florida State Line to Gongora Dr.) from the State Highway System to the Escambia County Road System**

THIS ROADWAY TRANSFER AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, hereinafter called the "Agreement," is by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT," and ESCAMBIA COUNTY, hereinafter called the "COUNTY." The DEPARTMENT and the COUNTY are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, the COUNTY owns certain rights-of-way located within the COUNTY known as CR 99/Beulah Rd. (Roadway ID 48509000) from US 90A/SR 10 (Beginning Mile Post 1.250) to Isaacs Lane (Ending Mile Post 2.678), and CR 99/Beulah Rd. (Roadway ID 48000096) from US 90/SR 10A/Mobile Hwy. (Beginning Mile Post 4.938) to US 90A/SR 10 (Ending Mile Post 6.096), for an approximate net length of 2.586 miles (collectively referred to in this Agreement as the "CR 99/Beulah Rd. Segments"), which are depicted on the map attached hereto as Exhibit "A;" and

**WHEREAS**, the DEPARTMENT owns certain rights-of-way located within the COUNTY known as SR 292/Perdido Key Drive (Roadway ID 48050000) from Alabama/Florida State Line (Beginning Mile Post 0.000) to Gongora Drive (Ending Mile Post 6.200), for an approximate net length of 6.200 miles (referred to in this Agreement as the "SR 292/Perdido Key Dr. Segment"), which is depicted on the map attached hereto as Exhibit "A;" and

**WHEREAS**, the COUNTY has requested the transfer of the CR 99/Beulah Rd. Segments from the Escambia County Road System to the State Highway System; and

**WHEREAS**, the COUNTY has requested the transfer of the SR 292/Perdido Key Dr. Segment from the State Highway System to the Escambia County Road System; and

**WHEREAS**, based on the obligations set forth herein and consideration of the criteria set forth in section 335.0415, Florida Statutes, the Parties are amenable to the requested transfers; and

**WHEREAS**, by resolution, attached hereto as Exhibit "B," the COUNTY has authorized its representative to enter into this Transfer Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as set forth below:

1. The recitals set forth in the Whereas clauses above are true and correct, and are by reference made a part of this Agreement.
2. This Agreement sets forth the terms and conditions under which the Parties will abide.
3. This Agreement and transfer of the CR 99/Beulah Rd. Segments and the SR 292/Perdido Key Dr. Segment are subject to final approval by the Secretary of the Department. The commencement of new jurisdictional and maintenance responsibilities for the CR 99/Beulah Rd. Segments and the SR 292/Perdido Key Dr. Segment is the date of approval of the roadway transfer by the Secretary of the Department.
4. With respect to the CR 99/Beulah Rd. Segments:
  - a. The DEPARTMENT accepts all responsibility for the right of way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer. The DEPARTMENT shall be responsible for maintenance of public sidewalks, bike paths, and other ways in the right of way.
  - b. The COUNTY gives up all rights to the CR 99/Beulah Rd. Segments, including the right of way, except as may be specified in this Agreement. In addition to any other requirements in this Agreement or in the DEPARTMENT'S Transportation System Jurisdiction and Numbering Handbook, before the District Secretary's approval of this Agreement, the COUNTY shall submit to the DEPARTMENT as-built plans for any and all utility facilities owned by the COUNTY which are located within the right of way. Upon approval of this Agreement by the Secretary of the Department, any utility facilities located thereon shall be deemed a permitted utility on the DEPARTMENT'S right of way, and the COUNTY shall bear the removal or relocation costs associated with any future extension, expansion, widening or re-alignment of the roadway.
  - c. It is agreed that all obligations of the COUNTY, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to the CR 99/Beulah Rd. Segments, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the Parties, and the COUNTY will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the Parties. These agreements shall be negotiated and signed prior to District Secretary approval of this Agreement. The COUNTY acknowledges that copies of any existing permits, agreements and



easements have been turned over to the DEPARTMENT for its records prior to execution of this Agreement.

- d. The DEPARTMENT shall record existing deeds or right-of-way maps in the public land records of Escambia County.
5. With respect to the SR 292/Perdido Key Dr. Segment:
  - a. The COUNTY accepts all responsibility for the right of way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer. The COUNTY shall be responsible for maintenance of public sidewalks, bike paths, and other ways in the right of way.
  - b. The DEPARTMENT gives up all rights to the SR 292/Perdido Key Dr. Segment, including the right of way, except as may be specified in this Agreement.
  - c. It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to the SR 292/Perdido Key Dr. Segment, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the Parties, and the DEPARTMENT will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the Parties. These agreements shall be negotiated and signed prior to District Secretary approval of this Agreement.
  - d. Disposition of telemetered traffic monitoring sites will be determined on an individual basis. The Traffic Data Section of the DEPARTMENT's Transportation Data and Analytics Office in cooperation with the District Three Office will determine if polling the sites is still desirable even if the traffic data are no longer needed for State Highway System reporting.
  - e. If there is evidence of historical or archaeological resources that could be adversely impacted after the transfer, the COUNTY agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations. If no evidence is found, the COUNTY agrees not to adversely affect any such resources if found after the transfer.
  - f. If Federal-Aid funding has been used on the SR 292/Perdido Key Dr. Segment, the COUNTY agrees to enter into a project agreement with the DEPARTMENT in accordance with 23 USC 116.
  - g. The COUNTY shall record existing deeds or right-of-way maps in the public land records of Escambia County.
6. Funding associated with projects which are located upon the SR 292/Perdido Key Dr. Segment and are included in the DEPARTMENT'S current adopted work program shall remain available for expenditure on the newly assigned county

road. However, this availability is contingent upon both the availability and eligibility of that funding to be used for projects located off of the state highway system, and the expenditure of such funds is otherwise permissible in accordance with applicable laws, rules, regulations, and policies.

7. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
8. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
10. The Parties may be reached at the following addresses and phone numbers:

**Florida Department of Transportation**

Jared Perdue, P.E.  
Director Transportation Development  
Post Office Box 607  
1074 Highway 90  
Chipley, Florida 32428  
Telephone: (850) 330-1214  
Fax: (850) 330-1761

**Escambia County**

Janice Gilley  
County Administrator  
221 Palafox PL  
Pensacola, Florida 32502  
Telephone: (850) 595-4947  
admin@myescambia.com

11. Each Party is an independent contractor and is not an agent of the other Party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the Parties, during or after the performance of this Agreement. Neither Party shall have the authority to bind the other Party to any obligation whatsoever to any third party without the express specific written consent of the other.
12. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
13. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, the day and year first above written.

**ESCAMBIA COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
Lumon J. May  
Chairman

BY: \_\_\_\_\_  
Phillip Gainer, P.E.  
District 3 Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

ATTEST: \_\_\_\_\_  
Executive Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LEGAL REVIEW:

LEGAL REVIEW:

BY: \_\_\_\_\_  
County Attorney

BY: \_\_\_\_\_  
Office of General Counsel, District 3  
Department of Transportation

**FINAL APPROVAL BY  
THE SECRETARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION**

The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Agreement and the supporting Resolution between the Department and the County.

Signed: \_\_\_\_\_  
Kevin J. Thibault, P.E.  
Secretary  
State of Florida, Department of Transportation

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
AND  
ESCAMBIA COUNTY, FLORIDA**

This Memorandum of Understanding ("MOU") is entered into by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department") and ESCAMBIA COUNTY, Florida ("County"), collectively referred to as "the Parties."

**WHEREAS**, pursuant to Section 334.044, Florida Statutes, the Department is authorized and required to assume responsibility for coordinating the planning of a safe, viable, and balanced state transportation system, and is authorized to enter into contracts and agreements; and

**WHEREAS**, there is a certain Road Transfer Agreement between the County and the Department wherein the Department agrees to transfer its interests in certain rights-of-way located within the county known as SR 292/Perdido Key Drive (Roadway ID 48050000) from Alabama/Florida State Line (Beginning Mile Post 0.000) to Gongora Drive (Ending Mile Post 6.200), for an approximate net length of 6.200 miles (referred to in this Agreement as the "SR 292/Perdido Key Dr. Segment") to the County; and

**WHEREAS**, in that same Road Transfer Agreement the County agrees to transfer its interests in certain rights-of-way located within the county known as CR 99/Beulah Rd. (Roadway ID 48509000) from US 90A/SR 10 (Beginning Mile Post 1.250) to Isaacs Lane (Ending Mile Post 2.678), and CR 99/Beulah Rd. (Roadway ID 48000096) from US 90/SR 10A/Mobile Hwy. (Beginning Mile Post 4.938) to US 90A/SR 10 (Ending Mile Post 6.096), for an approximate net length of 2.586 miles (collectively referred to in this Agreement as the "CR 99/Beulah Rd. Segments") to the State Highway System; and

**WHEREAS**, prior to this Road Transfer Agreement, the County conducted a Roadway Safety Audit on a portion of CR 99/Beulah Rd. from US 90/SR 10A/Mobile Hwy. to US 90A/SR 10/Nine Mile Road on a portion of the transferred roadway denoted by the County as the "Beulah Road Safety Upgrades Project."

**WHEREAS**, The County has implemented the Beulah Road Safety Upgrades Project audit report's (attached herein as Exhibit B) short term recommendations, and

**WHEREAS**, that Road Transfer Agreement is at the request of the County and the Department, and is in consideration of the criteria set forth in section 335.0415, Florida Statutes; and

**WHEREAS**, prior to this Road Transfer Agreement, the County had begun a Project Development and Environmental Study ("PD&E") on a portion of the transferred roadway denoted by the County as "US29 Connector Project" or "Beulah Beltway Project", and otherwise delimited by CR186 on the south end and US29 on the north end, for which work has been accomplished under the County managed PD&E contract, as well as the County has allocated some funding to that PD&E; and

**WHEREAS**, the Parties desire to enter into this MOU for the purpose of setting forth the responsibilities of the Parties hereto regarding the transfer of all associated work product under the incomplete County managed PD&E from the County to the Department, the transfer of all funding allocated by the County to that PD&E and section of roadway from the County to the Department, and the intention of the Department to incorporate that data and funding into its future PD&E examining the potential corridor.

**NOW, THEREFORE**, based on the premises above, the Parties hereby agree as follows:

1. The above WHEREAS clauses are specifically incorporated herein by reference and made a part of this MOU.
2. The County will transfer all work product and communication between the County and any contractor or stakeholder associated with its US29 Connector Project PD&E, including but not limited to all collected data, documentation, stakeholder discussions, as well as any funding associated with the US29 Connector Project to the Department.
3. The Department, upon receipt of the work product, communications, and funding associated with the County managed US29 Connector Project, intends to incorporate the received data to the extent that it is able to and use the funding into a PD&E of the potential corridor procured and managed by the Department.
  4. The Parties agree that the findings of the Department's PD&E will be the sole governing PD&E for any construction along the referenced potential corridor, and that the design and construction of any future corridor would remain in the sole discretion of the Department.
  5. The County will transfer all work product and communication between the County and any contractor or stakeholder associated with its Beulah Road Safety Upgrades Project, including but not limited to all collected data, documentation, stakeholder



discussions and the audit report associated with the Beulah Road Safety Upgrades Project to the Department.

6. The Department, upon receipt of the work product, communications, audit report and other work associated with the County's Beulah Road Safety Upgrades Project, will incorporate that information for consideration along with the priorities of the TPO and other factors in the future planning of this corridor.
7. The Parties' obligations under this MOU are subject to the execution of the Road Transfer Agreement transferring the SR 292/Perdido Key Dr. Segment to the County and the CR 99/Beulah Rd. Segments to the Department.
8. This MOU may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

**IN WITNESS WHEREOF**, the Department and the City have executed this MOU for the purposes herein expressed on the dates indicated below.

**DEPARTMENT:**  
**STATE OF FLORIDA,**  
**DEPARTMENT OF TRANSPORTATION**

**COUNTY:**  
**ESCAMBIA COUNTY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Lumon J. May  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_ (Seal)  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_ (Seal)  
Title: \_\_\_\_\_

Department Legal Review:

County Legal Review:

\_\_\_\_\_

\_\_\_\_\_