

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: Alison P. Rogers
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: _____