

**ALACHUA COUNTY, FLORIDA AND
CITY OF GAINESVILLE ROADWAY TRANSFER AGREEMENT**

COUNTY ROAD 329 (South Main Street) – FROM STATE ROAD 226 (SW 16 Avenue, mile post 1.256) TO STATE ROAD 26 (University Avenue, Mile Post 2.404)

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between ALACHUA COUNTY, FLORIDA, a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, hereinafter called the "COUNTY" and the CITY OF GAINESVILLE, a municipal corporation, hereinafter called the "CITY"

WITNESSETH

WHEREAS, by Resolution No. 04-136 and Roadway Transfer Agreements dated March 11, 2005, the FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT" transferred State Road 329 (South Main Street), from State Road 331 (Williston Road, Mile Post 0.000) to State Road 26 (University Avenue, Mile Post 2.404) also described as section 26020000 of the State Highway System from the DEPARTMENT to the COUNTY; and

WHEREAS, the FLORIDA DEPARTMENT OF TRANSPORTATION formally completed the transfer of jurisdiction of South Main Street between Depot Avenue and University Avenue to the County on April 25, 2012.

WHEREAS, by execution of a Maintenance Agreement dated December 14, 2004, the CITY agreed to maintain the section of County Road 329 (South Main Street) from Depot Avenue to SR 26 (University Avenue); and

WHEREAS, the CITY has made a written request to the COUNTY for the transfer of a portion of State Road 329 (South Main Street), being described as from State Road 226 (SW 16 Avenue, mile post 1.256) to State Road 26 (University Avenue, Mile Post 2.404)

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 COUNTY and the CITY agree as set forth below:

This Agreement sets forth the terms and conditions under which the COUNTY and CITY will abide. The commencement of jurisdictional and maintenance responsibilities will be the execution date of this roadway transfer agreement by both parties.

- (a) The CITY accepts ownership and all responsibility for the road right of way and for operation and maintenance of the roadway. In addition to the roadbed, this agreement includes all curbs, culverts, drainage structures, sidewalks, bike paths and other ways within the right of way at the time of transfer.
- (b) The CITY shall be responsible for the continuation of any existing Landscaping Agreements with private companies.
- (c) The COUNTY gives up all rights to the road, including the right of way, except as may be specified in this agreement.
- (d) All obligations of the COUNTY, under any maintenance, utility or other such agreement, relating to State Road 329 (South Main Street) within the limits as described above, shall be transferred at the same time and in the same manner as jurisdictional responsibility.
- (e) The maintenance agreement dated December 14, 2004 for maintenance of the section of County Road 329 (South Main Street) from Depot Avenue to SR 26 (University Avenue) is terminated,
- (f) Existing right of way maps will be recorded by the CITY in the public land records of Alachua County.
- (g) If there is evidence of historical or archaeological resources that could be adversely impacted after the transfer, the CITY agrees to maintain the resources in accordance with Cultural Resource Management Coordinator (CRMC) recommendations.

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.

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.

For communication purposes, the parties may be reached at the following addresses and telephone numbers:

Alachua County, Florida
Richard Hedrick, Public Works Director
5620 NW 120th Lane
Gainesville, FL 32653

Telephone (352) 374-5245

City of Gainesville
Teresa Scott, P.E., Public Works Director
P.O. Box 490, Station 58
Gainesville, FL 32627
Telephone (352) 334-5070

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.

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.

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 these presents to be executed the day and year first above written.

CITY OF GAINESVILLE

ALACHUA COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
TITLE: _____

BY: _____
Mike Byerly, Chair

DATE: _____

DATE: _____

ATTEST:

ATTEST:

J. K. Irby, Clerk of Court

APPROVED AS TO FORM

APPROVED AS TO FORM

City of Gainesville Attorney

DATE: _____

Alachua County Attorney

DATE: _____