

**ROAD TRANSFER INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY, FLORIDA
AND THE CITY OF PINELLAS PARK, FLORIDA**

THIS AGREEMENT made and entered into this 23rd day of January, 2025, by and between: **PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida, ("COUNTY"), by and through its Board of County Commissioners, and the **CITY OF PINELLAS PARK**, a municipal corporation existing under the laws of the State of Florida, ("CITY"), collectively Parties.

WITNESSETH:

WHEREAS, pursuant to Section 334.03(21), Florida Statutes (2024), right-of-way is defined as "land in which the state, the department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility;" and

WHEREAS, pursuant to Section 334.03(22), Florida Statutes (2024), "Road" is defined as "a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel and all ferries used in connection therewith;" and

WHEREAS, pursuant to Section 334.03(8), Florida Statutes (2024), the "County Road System" is defined as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System;" and

WHEREAS, pursuant to Section 334.03(3), Florida Statutes (2024), the "City Street System" is defined as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the County Road System;" and

WHEREAS, pursuant to Section 335.0415, Florida Statutes (2024), the jurisdiction and responsibility for operation and maintenance of public roads is that which existed on June 10, 1995 and may be transferred by mutual agreement of the COUNTY and the CITY; and

WHEREAS, Section 337.29(3), Florida Statutes (2024), provides that title to roads transferred pursuant to Section 335.0415 shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records; and

WHEREAS, the Road Segments have been regularly maintained by the COUNTY and/or the CITY, jointly or severally, for the immediate past 7 years;

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the Parties that responsibility for the operation, maintenance, planning, design and construction of certain County Road Segments be transferred to the CITY and any future improvements thereto will belong to the CITY;

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the Parties that responsibility for the operation, maintenance, planning, design and construction of

certain City Road Segments be transferred to the COUNTY and any future improvements thereto will belong to the COUNTY.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The COUNTY's jurisdiction, rights, interest and title, if any, and control of all segments of public Roads, as defined in Section 334.03 (22), Florida Statutes (2024), listed in Exhibit A and depicted in Exhibit B attached hereto (hereinafter "Road Segments") are transferred and conveyed to the CITY's City Street System, such transfer to include maintenance responsibilities for stormwater facilities as identified in Section 334.03(22), Florida Statutes.
3. Within 30 days of the execution of this agreement by both Parties, the COUNTY will record (a) right-of-way maps which are substantially the same as those attached hereto as Exhibit B; (b) Assignments of Easements which are substantially the same as that attached hereto as Composite Exhibit C, with Exhibit C1 to transfer any recorded easements reflected on Exhibit B as "to be transferred by separate instrument" and Exhibit C2 to transfer additional easements, all of which are hereby accepted by the CITY; (c) Quitclaim Deeds to City as set forth in Exhibit D which are hereby accepted by the CITY; (d) Assignment of Easements to County as set forth in Exhibit E, which is hereby accepted by the County; (e) Quitclaim Deed to County as set forth in Exhibit F which is hereby accepted by the COUNTY.
4. In accordance with Section 337.29 (3), Florida Statutes (2024), upon the recording of the right-of-way map(s), Exhibit B, the CITY accepts all legal rights, responsibilities, and obligations with respect to the Road Segments, including but not limited to the operation, planning, design, construction, improvement, and maintenance of the Road Segments, including stormwater drainage and facilities within and appurtenant to the rights-of-way transferred herein and the permitting associated therewith. The CITY shall also have the same governmental, corporate, and proprietary powers with relation to the Road Segments as the CITY has with relation to other public roads and rights-of-way within the CITY's City Street System. The Parties recognize that on or about October 19, 2021, the CITY recorded a map showing 115th Ave, as reflected on Exhibit G, as CITY right-of-way pursuant to Florida Statutes, section 95.361(3), OR Bk 21767 Pg 422 and that the COUNTY is merely disclaiming any right, title, or interest that the COUNTY may have in that Road Segment.
5. The CITY recognizes that the COUNTY may have utilities located within the former Road Segments which are being transferred as part of this agreement. The Parties recognize that this agreement does not affect those utilities as they currently exist, but the COUNTY will be subject to the CITY's requirements, including permitting, for subsequent modifications or the placement of additional utilities.
6. The COUNTY recognizes that the CITY may have utilities located within the former Road Segments which are being transferred as part of this agreement. The Parties recognize that this agreement does not affect those utilities as they currently exist, but the CITY will be subject to the COUNTY's requirements, including permitting, for subsequent modifications or the placement of additional utilities.
7. As limited by Section 768.28, Florida Statutes (2024), the Parties shall remain responsible for any tort liability for any actions arising out of their prior maintenance of any Road Segment and in

accordance with Section 337.29, Florida Statutes (2024), the COUNTY shall remain responsible for any tort liability for any actions arising out of the COUNTY's operation of the Road Segments prior to the recording of the right of way map transferring the Road Segments to the City Street System. Except as otherwise provided herein, the CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof. Nothing herein is intended to serve as a waiver of any immunity from or limitation of liability that either the CITY or COUNTY are entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Agreement.

8. COUNTY shall provide CITY with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the Road Segments and, upon the City Manager's request, access to Plans, Specifications, Drawings, and Permits for such projects if available. COUNTY shall assign to CITY any existing contractor or manufacturer warranties or guarantees for any completed projects for the Road Segments. COUNTY shall facilitate the transfer of operation and maintenance responsibilities to CITY for COUNTY obtained environmental permits obtained from County, State or Federal entities.

9. CITY shall provide COUNTY with a list of all completed, planned and/or unfunded roadway/sidewalk/stripping projects for the former City Road Segments and, upon the request of the COUNTY Director of Public Works Department or County Engineer, access to Plans, Specifications, Drawings, and Permits for such projects if available. CITY shall assign to COUNTY any existing contractor or manufacturer warranties or guarantees for any completed projects for the Road Segments. CITY shall facilitate the transfer of operation and maintenance responsibilities to COUNTY for CITY obtained environmental permits obtained from County, State or Federal entities.

10. Whenever one of the Parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of Public Works Department
Pinellas County
22211 US Hwy 19, Bldg. 1
Clearwater, FL 33765
(727) 464-8900

For the CITY:

City Manager
City of Pinellas Park
5141 78th Avenue N.
Pinellas Park, FL 33781
(727) 369-0700

11. CITY and COUNTY agree that this is the entire agreement between the Parties with regard to the transfer of jurisdiction of the Road Segments. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the roadways transferred herein and there are no commitments, agreements or understandings as to the roadways subject to this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the Parties. Accordingly, no modification, amendment or alteration

of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith. Nothing herein shall prevent CITY and COUNTY from transferring additional roadways in the future by amendment to this Agreement or by the execution of separate agreement.

12. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

14. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

16. Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

17. This Agreement shall become effective upon the filing with the Clerk of the Circuit Court for Pinellas County as required by Section 163.01, Florida Statutes (2024).

18. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any state court action pertaining to this Agreement shall lie solely in the county or circuit courts in and for Pinellas County, Florida and shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division for any federal court action.

19. The COUNTY and CITY shall each promptly notify the other of the receipt of any third-party claim involving, or resulting from, either party's jurisdiction, operation, or maintenance of any Road Segments. Both Parties agree to fully cooperate with each other to investigate and resolve any such claims, including but not limited to providing all necessary documents showing ownership, jurisdiction, maintenance and/or operational activities for the Road Segments prior to their transfer pursuant to this Agreement. Any time prior to the recording of the right-of-way map in accordance with Paragraph 3 the CITY or COUNTY may elect to terminate this Agreement by notifying the other party and this Agreement shall be of no further force or effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF PINELLAS PARK
A municipal corporation of the State of Florida

BY: B. Diabolo
City Manager
Bart Diabolo
Printed Name

ATTEST: CITY CLERK

BY: [Signature]
(Seal)

APPROVED AS TO FORM:

BY: [Signature]
City Attorney

PCAO 393134



APPROVED AS TO FORM
By: Christy Donovan Pemberton
Office of the County Attorney

PINELLAS COUNTY, FLORIDA by and
through its Board of County Commissioners

BY: [Signature]
Brian Scott, Commission Chair



ATTEST: Ken Burke, Clerk

BY: [Signature]
Deputy Clerk

APPROVED AS TO FORM:

BY: _____
Office of County Attorney

EXHIBIT A

1 SHEET – Road Transfer Table

EXHIBIT A
Road Transfer Agreement
Road Segments Transferred from Pinellas
County, Florida to City of Pinellas Park, Florida

Road Name	From	To	Exhibit Sheet #	C/L Miles	Plat Name or Document Type	Book and Page
116th Ave N	58th Street N	US Hwy 19 N	B-1	0.07	Gulf Coast Sub No. 1	PB 33-74
					R/W per OR 5469-781, less the westerly 18'	OR 5469-781
115th Ave N	US Hwy 19 N	53rd St N	B-1	0.26	Mid County Industrial Center	PB 81-99
113 th Ave N	53rd St N	49th St N	B-1	0.29	Mid County Industrial Center	PB 81-99
53rd St N	113th Ave N	North Terminus	B-1	0.19	Mid County Industrial Center	PB 81-99
54th St N	115th Ave N	North Terminus	B-1	0.10	Mid County Industrial Center Addition	PB 83-89
Total				0.91		

LEGEND

C/L Centerline

PB Plat Book

OR Official Record

DB Deed Book

RPB Road Plat Book

BCC Board of County Commissioners Minutes Book

SUB Subdivision

R/W Right-of-way

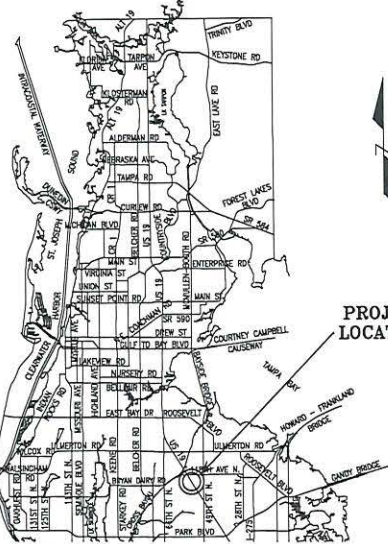
RP Road Petition

(P) Plat

EXHIBIT B

2 SHEETS - Right-of-Way Transfer Map(s)

PINELLAS COUNTY MAP



PROJECT LOCATION

ROAD SEGMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF PINELLAS PARK, FLORIDA

Read Name	From	To	Centerline Miles	Plat Name or Document Type	Book and Page
116th Ave N	58th Street N	US Hwy 19 N	0.07	Gulf Coast Sub No. 1 74W per OR 5489-781 less the westerly 18'	PB 33-74 OR 5489-781
115th Ave N	US Hwy 19 N	53rd St N	0.26	Mid County Industrial Center	PB 81-99
113rd Ave N	53rd St N	49th St N	0.29	Mid County Industrial Center	PB 81-99
53rd St N	113th Ave N	Terminus	0.19	North Terminus	PB 81-99
54th St N	115th Ave N	Terminus	0.10	Mid County Industrial Center Addition	PB 83-80
Total			0.91		

NOTE: The table above is a list of the supporting right-of-way instruments that were found. The extents of the transfer are depicted with bold continuous and bold dashed line types on the map.

RIGHT-OF-WAY & EASEMENTS TRANSFERRED FROM PINELLAS COUNTY, FLORIDA TO THE CITY OF PINELLAS PARK, FLORIDA

- OR 5256-1304 - Drainage & utility easement - to be transferred via separate instrument.
- OR 4905-1283 - Right-of-way deed - to be transferred by separate instrument.
- OR 4905-1285 - Right-of-way deed - to be transferred by separate instrument.

LEGEND

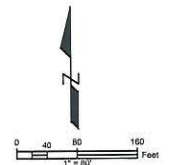
- PB Plat Book
- PB H Plat Book recorded prior to 1912
- OR Official Record
- DB Deed Book
- SUB Subdivision
- R/W Right-of-way
- RP Road Position
- Plat
- BCC Board of County Commissioners Minutes Book

All plats, deeds and easements referenced hereon are recorded in the Public Records of Pinellas County, Florida.

SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST



This Right-of-Way Transfer Map when recorded is an instrument of conveyance, transferring in accordance with Florida Statute 337.29 (2024) all right, title and interest of the County of Pinellas, Florida, in the road, street and/or highway as set forth on the map to the City of Pinellas Park, Pinellas County, Florida.



City of Pinellas Park
116th, 115th & 113th AVES
N and 53rd & 54th ST N

RIGHT-OF-WAY
TRANSFER MAP
(NOT A SURVEY)

PINELLAS COUNTY, FLORIDA
PUBLIC WORKS

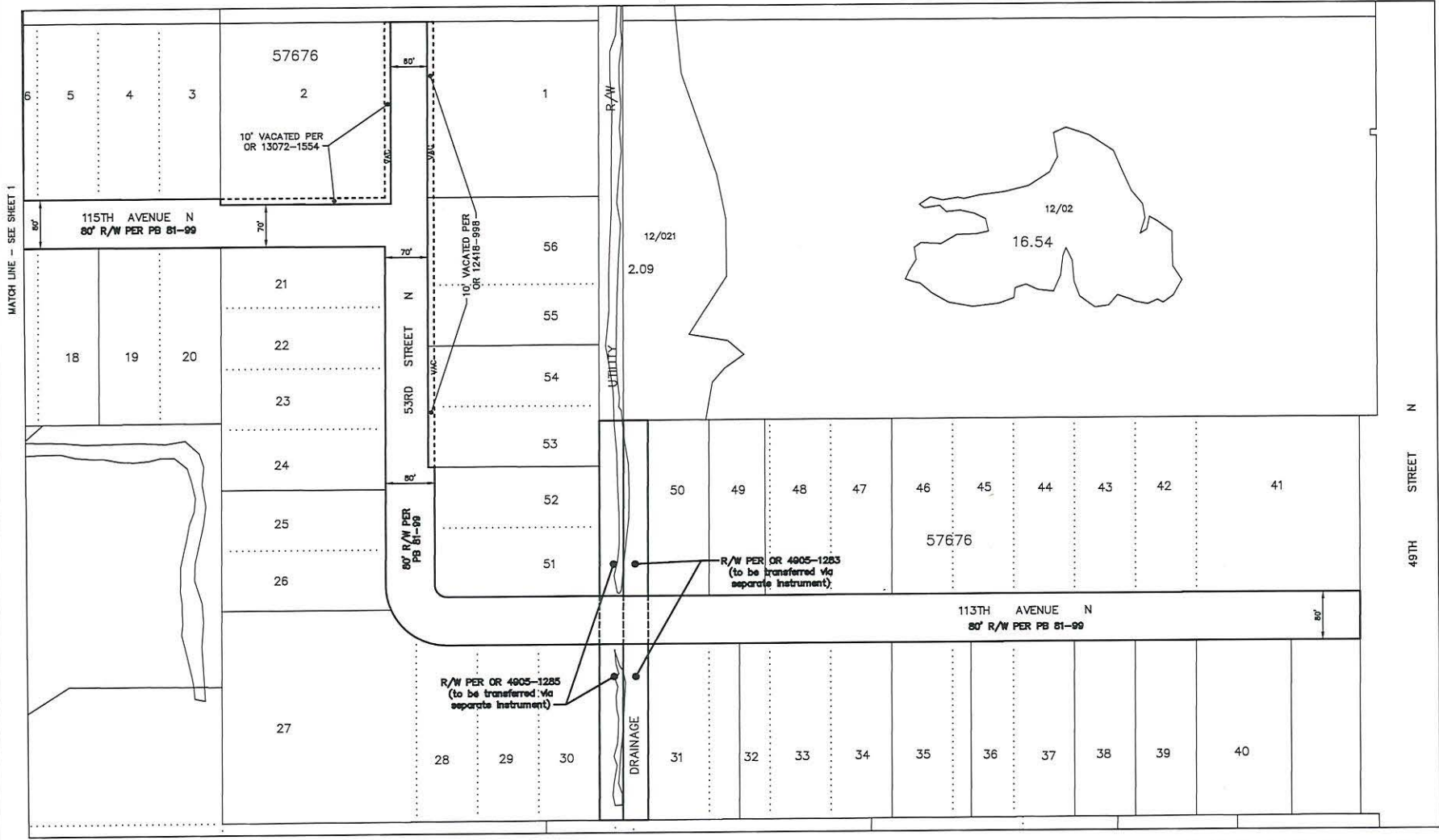
SURVEY AND MAPPING DIVISION
28211 U.S. HWY. 19 NORTH
CLEARWATER, FLORIDA 33765-8347
PHONE (727) 464-8904

EXHIBIT B-1
MAP DATE: 10/23/2024

SURVEY FILE NO.: 2011_00012
PID: 001851B
12011_116, 115 & 113 AVE.dwg
SHEET: 1 of 2 PP-30

MATCH LINE - SEE SHEET 2

SECTION 16, TOWNSHIP 30 SOUTH, RANGE 16 EAST



REVISIONS		BY	DATE	SURVEY BOOK No.		City of Pinellas Park		RIGHT-OF-WAY		PINELLAS COUNTY, FLORIDA		EXHIBIT B-1		SURVEY FILE NO.: 2011_00012	
				SURVEY SECTION		116th, 115th & 113th AVES		TRANSFER MAP		PUBLIC WORKS		MAP DATE: 10/23/2024		PID: 001851B	
						N and 53rd & 54th ST N		(NOT A SURVEY)		SURVEY AND MAPPING DIVISION				I2011_116, 115 & 113 AVE.dwg	
										H&M U.S. BVT. 19 NORTH				SHEET: 2 of 2	
										CLEARWATER, FLORIDA 33765-3247				PP-30	
										PHONE (727) 484-2004					