KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2022200229 06/28/2022 10:50 AM OFF REC BK: 22116 PG: 1970-1989 DocType:AGM

# ROAD TRANSFER AGREEMENT BETWEEN PINELLAS COUNTY, FLORIDA AND CITY OF ST. PETERSBURG, FLORIDA

THIS AGREEMENT made and entered into this <u>21st</u> day of <u>June</u>, 2022, 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 ST**. **PETERSBURG** 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 (2021), 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 (2021), "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 (2021), 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 (2021), 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 (2021), 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 (2021), 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 CITY desires to improve a portion of 62<sup>nd</sup> Avenue, a COUNTY road which is described in Exhibits A and B and shall be referred to herein as the "Road Segments"; and

WHEREAS, 62<sup>nd</sup> Avenue, previously functionally reclassified, and the Road Segments go into and through the CITY, and have been regularly maintained by the COUNTY, including the road, roadbed, curbs, culverts and drainage appurtenances of the Road Segments for the immediate past 7 years, while the CITY and/or the CITY and COUNTY have been maintaining the sidewalks and other ways open to the public along the Road Segments; and WHEREAS, the PARTIES have determined that it is in the best interest of the PARTIES that responsibility for the operation, maintenance, planning, design and construction of the Road Segments be transferred to the CITY and of any future improvements thereto will belong to the CITY.

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 the Road Segments, as defined in Section 334.03 (22), Florida Statutes (2021), listed in Exhibit A are hereby transferred and conveyed to the CITY's City Street System, with such transfer to include maintenance responsibilities for stormwater facilities as identified in Section 334.03(22).

3. Within 30 days of the execution of this agreement by both PARTIES, the COUNTY will file (a) right-of-way maps which are substantially the same as those attached hereto as Composite Exhibit B and (b) transfers of easements which are substantially the same as those attached hereto as Exhibit C to transfer any recorded easements reflected on Exhibit B as "to be transferred by separate instrument." In accordance with Section 337.29 (3), Florida Statutes (2021), upon the recording of the right-of-way map 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, including mitigation sites, 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.

4. The CITY recognizes that the COUNTY may have utilities located within the 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 henceforth the COUNTY will be subject to the CITY'S requirements, including permitting, for subsequent modifications, the relocation of utilities or the placement of additional utilities.

5. As limited by Section 768.28, Florida Statutes, and in accordance with Section 337.29, Florida Statutes (2021), the COUNTY shall remain responsible for any tort liability for any actions arising out of the COUNTY's operation and maintenance of the Road Segments, or any portion thereof, prior to the recording of the right of way map transferring the Road Segments to the City Street System, and the CITY shall be responsible for any tort liability for an actions arising out of the CITY's maintenance of any section of the Road Segments prior to the effective date of this transfer. Except as otherwise provided herein, the PARTIES 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 PARTES 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 PARTIES to be sued by third parties in any matter arising out of this Agreement.

6. COUNTY shall provide CITY with a list of all completed, planned and/or unfunded roadway/sidewalk/striping projects for the Road Segments, if any, and, upon the Mayor'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.

7. The PARTIES recognize that the Road Segments transferred herein are in need of improvement. Pursuant to Section 163.01(10)(a), Florida Statutes (2021) COUNTY agrees to provide CITY, within ninety (90) days of the execution of this Agreement, with two hundred fifty thousand dollars (\$250,000.00) to be used exclusively for funding 62nd Avenue improvement costs consistent with those allowed under Section 212.055(2)(d), Florida Statutes (2021).

8. The CITY must retain for a period of not less than seven (7) years, and make available for audit and inspection by the COUNTY or its contractors or agents at all reasonable times, all records relating to the expenditure of funds received pursuant to this Agreement

9. 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:

Public Works Administrator City of St. Petersburg 175 5<sup>th</sup> St N St. Petersburg, FL 33701

10. The PARTIES 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 PARTIES from transferring additional roadways in the future by the execution of separate agreement.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. The PARTIES 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 portion of 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 portion of Road Segments at issue 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.

PINELLAS COUNTY, FLORIDA by and **CITY OF ST. PETERSBURG** through its Board of County Commissioners A municipal corporation of the State of Florida BY: BY: Kenneth T. Welch, Mayor Charlie Justice, Commission Chair Printed Name: **Printed Name** ATTEST: CITY CLERK ATTEST: Ken Burke, Clerk lore By: (Seal) (Seal) Deputy Clerk APPROVED AS TO FORM Anne M. Morris /s/B Office of the County Attomey APPROVED AS TO FORM I. Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and By: foregoing is a true and correct copy of the original as it appears in the City Attorney official files of the Board of County Commissioners of Pineilas County. **Bradley Tennant** Florida. Witness my hand and seal of said County FL this 27 day of KERNETH P. BUFKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Fleider, By ty Clerk PCAO 352287, City 00591561.doc v1

# EXHIBIT A Road Transfer Agreement 62<sup>nd</sup> AVENUE ROAD SEGMENTS PINELLAS COUNTY TO CITY OF ST. PETERSBURG

.

# EXHIBIT A **Road Transfer Agreement** Road Segments Transferred from Pinellas County, Florida to City of St. Petersburg, Florida

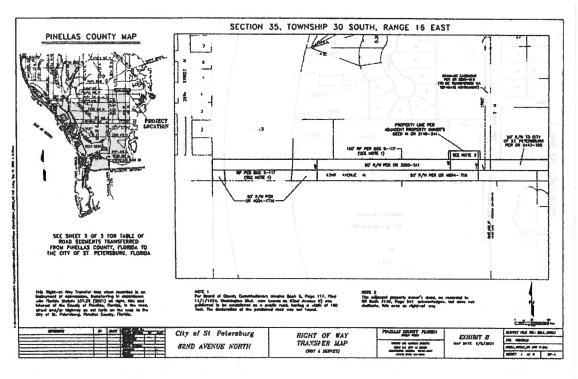
Road Name	From	То	Exhibit Sheet #	C/L Miles	Plat Name or Document Type	Book and Page
					Road Petition	BCC 5-117
					Deed	OR 3250-511
					Deed	OR 4004-1716
					Deed	OR 2959-104
					Deed	OR 3250-513
					Meadow Lawn Tenth Addition	PB 50-1
					Meadow Lawn Ninth Addition	PB 44-2
					Meadow Lawn Second Addition	PB 32-43
62nd Ave N	1-275	4th St N	В	1.71	Euclid Estates	PB 48-53
					Euclid Highlands	PB 43-10
					Meadow Lawn Sub	PB 32-2
					Salinas' Euclid Park Sub	PB 31-37
					Stroud Replat	PB 40-22
					Plan of North St. Petersburg Block 93 Partial Replat	PB 56-35
					North St. Petersburg Block 92 Second Partial Replat	PB 69-90
					Plan of North St. Petersburg	PB 4-64
Total				1.71		

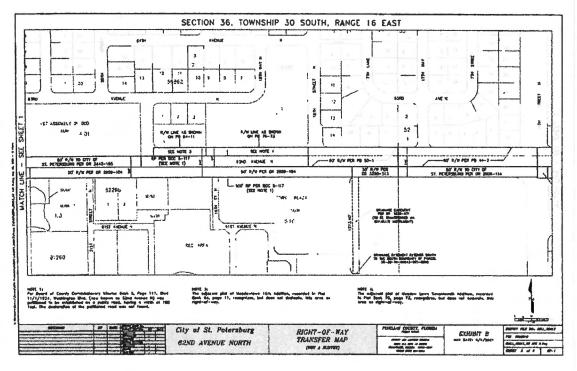
- LEGEND C/L Centerline
- PB Plat Book
- OR DB **Official Record**
- **Deed Book**
- DB Deed Book RPB Road Plat Book BCC Board of County SUB Subdivision R/W Right-of-way RP Road Petition (P) Plat Board of County Commissioners Minutes Book

# EXHIBIT B

Road Transfer Agreement ROAD SEGMENTS PINELLAS COUNTY TO CITY OF ST. PETERSBURG







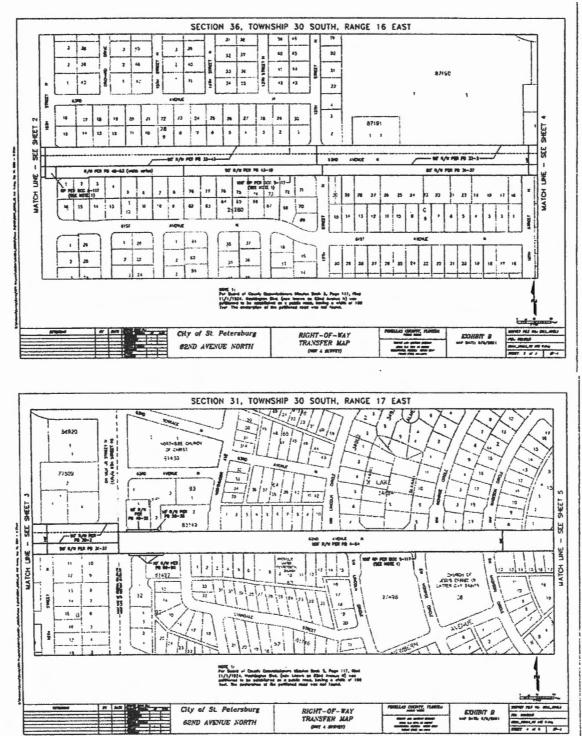
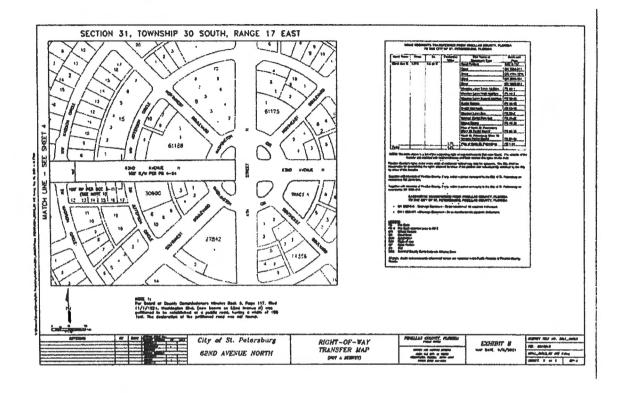


EXHIBIT B (continued)



# EXHIBIT C Road Transfer Agreement

62<sup>nd</sup> AVENUE NORTH SEGMENTS PINELLAS COUNTY TO

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CITY OF ST. PETERSBURG

Prepared by and return to: Real Property Division Attn: Josh Rosado 509 East Ave. South Clearwater, FL 33756

### EXHIBIT "C" TO INTERLOCAL AGREEMENT

# ASSIGNMENT OF EASEMENTS &

#### PROPERTY TRANSFER

This Assignment of Easements, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022. ("Effective Date") by and between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 509 East Avenue South, Clearwater, FL 33756, hereinafter referred to as "COUNTY" and the CITY OF SAINT PETERSBURG, a municipal corporation of the State of Florida, whose address is 175 5<sup>th</sup> Street North, Saint Petersburg, FL 33701, hereinafter referred to as "CITY", collectively the "Parties.

#### WITNESSETH:

WHEREAS, a drainage easement was entered into on June 9, 1969. by and between FIRST MORTGAGE AND REALTY COMPANY, INC. and COUNTY that did grant and convey unto COUNTY a perpetual drainage easement, subsequently recorded in Official Records Book 3250, Page 515 through 516, the nature and description of said easement is further described in the attached as "Attachment 1"; and

WHEREAS, a drainage easement was entered into on September 25, 2001, by and between MEADOWLAWN PRESBYTERIAN, INC. and COUNTY that did grant and convey unto COUNTY a perpetual drainage easement, subsequently recorded in Official Records Book 11639, Page 971 through 972, the nature and description of said easement is further described in the attached as "Attachment 2"; and

WHEREAS, CITY requested an assignment of the easements, as further described in Attachments 1-2 ("Easements"); and

WHEREAS, COUNTY has determined that the Easements are surplus and not needed for any COUNTY purpose; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, COUNTY desires to assign the Easements to CITY for a nominal fee; and

WHEREAS, the CITY desires to accept the Easements from the COUNTY, including all rights and responsibilities to operate and maintain the Easements as of the effective date shown above.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. The above recitals are true and correct and incorporated herein.
- COUNTY, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid, the sufficiency and receipt of which is hereby acknowledged, does hereby grant, assign and transfer to the CITY, its successors in title and assigns forever all Easements described in and attached hereto as Attachments "1-2".
- 3. This Assignment of Easements shall divest the COUNTY of all legal rights, liabilities, obligations, and responsibilities associated with the Easements, to include operation and maintenance, as of the Effective Date.
- 4. CITY shall assume all legal rights, liabilities, obligations, and responsibilities associated with the Easements, to include operation and maintenance, set forth in Attachments 1-2, as of the Effective Date. CITY acknowledges and agrees that COUNTY is not the fee owner of the property upon which the Easements are located.
- This Assignment of Easements shall not affect or release any public right-of-way for any portion of the Easements.
- 6. The purpose of the Easements as established in Attachments 1-2 shall remain as described in said respective documents.
- 7. The COUNTY does not guarantee the fitness or character of the Easements for use by the CITY.
- 8. This Assignment of Easements shall run with the land and shall be binding to the benefit of the parties hereto, their successors in title and assigns.

IN WITNESS WHEREOF, the Parties have hereunder set their respective hands and seals on the day and year referenced below.

# SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS:

PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida

Name:\_\_\_\_\_

Charlie Justice, Chairman

Name:\_\_\_\_\_

ATTEST:

By:\_\_\_

KEN BURKE Clerk of the Circuit Court

By:\_\_\_

By:

COUNTER SIGNED:

CITY OF SAINT PETERSBURG, FLORIDA. a municipal corporation of the State of Florida

Deputy Clerk

By:\_\_\_\_\_ Kenneth T. Welch, Mayor

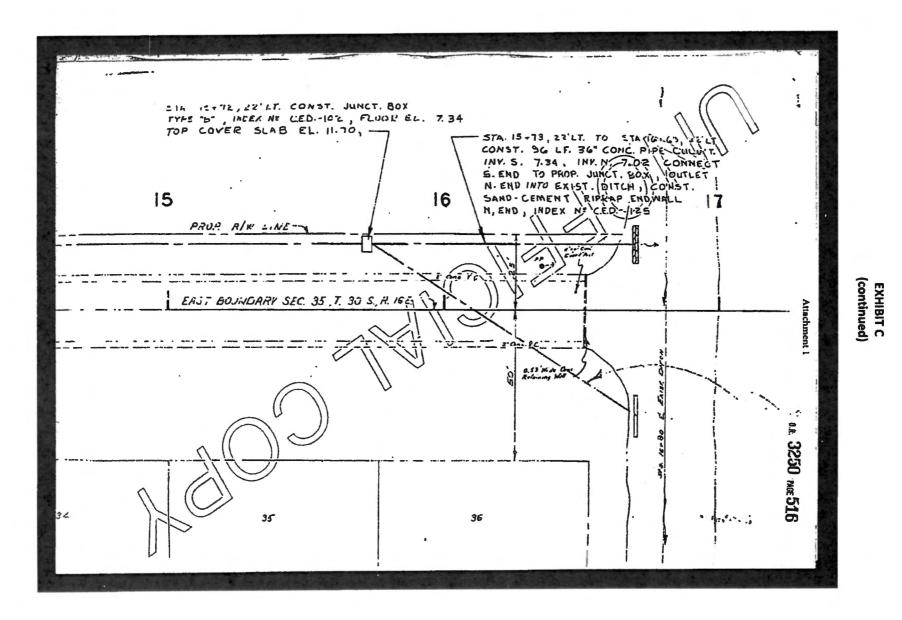
Robert Gerdes. City Administrator

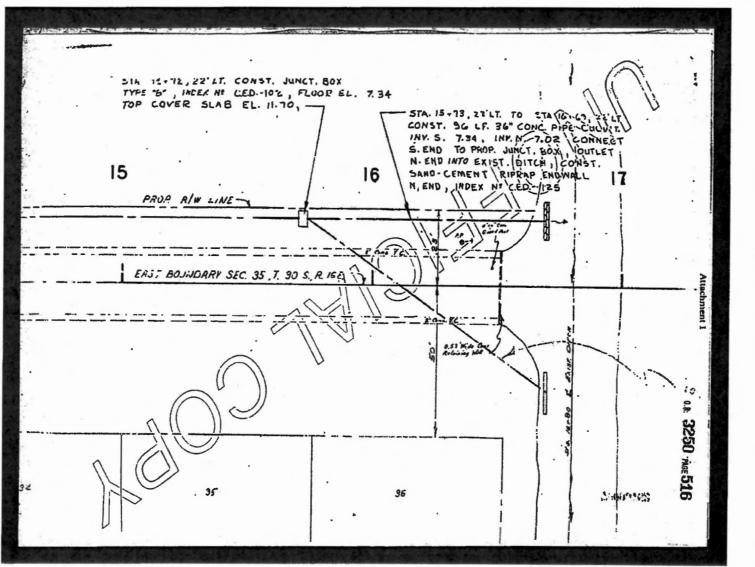
APPROVED AS TO FORM:

ATTEST:

By:\_\_\_\_\_ Assistant City Attorney By: Chan Srinivasa, City Clerk

------Attachment 1 RECORDED MINELLAS CO. FLORIDA D.R. 3250 PAGE 515 70005762 DRAINAGE EASEMENT JAN 19 10 01 AH '70 THIS INDENTURE, made this 9th , A.D. 19 69 day of June BETWEEN FIRST MORTGAGE AND REALTY COMPANY, INC. of the County of Pinellas and State of Florida , party of the first part, and FINELLAS COUNTY, a political subdivision of the state of Florida, party of the second part, WITNESSETH, that the said part of the first part, for and in consideration of the sum of One Dollar and other good and valuable 6 consideration of the sum of one bollar and other good and valuable bonsiderations-to in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the faid party of the second part, a perpetual drainage easement over and across the following described property, lying in the County of Pinellas, State of Florida, to wit: 30 N ≣00: \$ O The East 25 feet of the South 1700 feet of the East half (E4) of the Northeast quarter (NEA) of Section 35, Township 30 South, Range 16 East. 2 Range 16 Mast. For construction, operation and maintenance of Drainage facilites. AS S IN × eil ing mumi IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its <u>Vice Presi</u> President, and its corporate seal to be hereto affixed, endemends by size (()) Searchery, the du 256181 CONNALA. Linni Seexessexy, the date first above written. Signed, Sealed and delivered in the presence of: TTEST Es la President DOCUMENTARY (corporate Seal) L Its m WHATE OF PINFULAS FLORIDA 5 Florida 200.55 Before me, the undersigned authority, this day personally appeared J. D. MoPherson and Individuals described in and who executed the foregoing instrument Vice President and the foregoing instrument, mapaakiwaky, of the Corporation named in the foregoing instrument, and they everally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers' that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and require corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation. IN ULTITESS WHEREOF I have hereunto set my hand and affixed my official this <u>9th</u> day of <u>June</u>, A.D. 196<u>9</u>. My Commuts along Experiences: My commuts alon Paul Bumilier 315 Reven Sire arwater, Florida grate \*\*\*\* r .





10/2 Attachment 2 PROJECT: 62nd Avenue Drainage Improvements P.L.D. NUMBER: 922388 01-370739 OCT-23-2001 7:05m PINELLAS CO BK 11539 PG 971 DRAINAGE EASEMENT THIS INDENTURE, made this 26 day of Sept , A.D. 200 BETWEEN MEADÓWLAWN PRESBYTERIAN, INC., 1770 62<sup>nd</sup> Avenue North, St. Petersburg, FL 33702, parties of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, ATTN: Engineering - Right of Way Division, with offices located at 440 Court Street, Clearwater, Florida 33756, party of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property, together with reasonable access thereto for necessary construction, drainage or maintenance of Florida, to wit: See Attached legal description - "Exhibit A" IN WITNESS WHEREOF, party of the first part has caused these presents to be duly executed in its name by its \_\_\_\_\_\_ President, and its corporate seal to be hereto affixed, attested by its \_\_\_\_\_\_ Secretary, this 21 day of \_\_\_\_\_\_, A.D. 2001. (Signatures of two witnesses required by Florida Law). MEADOWLAWN PRESBYTERIAN, INC. Signed, sealed and delivered in the presence of: WITNESS: President Its Print Name -Attest WITNESS Its Secretary DONALD Print Name: CHOSTEN (Corporate Seal) STATE OF FLORIDA COUNTY OF PINELLAS The foregoing instrument was acknowledged before me this 200 day of of MEADOWLAWN PRESBYTERIAN, INC., a Corporation, on by behalf of the Corporation. He/she is personally known to me or has produced Florida Driver's License a identification and who did (did not) take an oath. OF WWY NOTARY NOTARY TO: RIGHT Print Name SEAL COMMISSION NUMBER: My Commission Expires: ng Project Management/92238500/Right\_of\_Way/Meadowiawn Presbyterian Church/Draina e Essensent 1-01.doc

20/2

PINELLAS COUNTY FLA. OFF.REC.9K 11639 PG 972

### Attachment 2

"EXHIBIT A"

### LEGAL DESCRIPTION

West 30 feet of the following described property: Beginning at the West 30 feet of the Northwest corner of the Southwest quarter of Section 36, Township 30 South, Range 16 East, Pinellas County, Florida; as a point of reference; thence South 89°53'06" East, along the East-West centerline of said section, 1,978.67 feet, thence South 00°08'01" West, 50.00 feet for a point of beginning, said point being on the South line of 62<sup>nd</sup> Avenue North (a 140 foot right of way); thence continue South 00°08'01" West, 1,273.39 feet, thence North 89°53'20" West, 220.00 feet, thence North 00°08'01" East, 1,273.40 feet to the aforementioned South line of 62<sup>nd</sup> Avenue North, thence South 89°53'06"