## ROAD TRANSFER INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY, FLORIDA AND CITY OF TARPON SPRINGS, FLORIDA

| THIS AGREEMENT made and entered into this day of                     | , 2021, by                    |
|--|-------------------------------|
| and between: PINELLAS COUNTY, FLORIDA, a political subdivi           | sion of the State of Florida. |
| ("COUNTY"), by and through its Board of County Commissioners, as     | nd the CITY OF TARPON         |
| SPRINGS, a municipal corporation existing under the laws of the Stat | te of Florida, ("CITY").      |
| collectively Parties.  | , ( 112 2 ),                  |

#### WITNESSETH:

WHEREAS, pursuant to Section 334.03(21), Florida Statutes (2020), 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 (2020), "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 (2020), 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 (2020), 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 (2020), 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 (2020), 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, as defined below, 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 the Road Segments be transferred to the CITY and 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 all segments of public Roads, as defined in Section 334.03 (22), Florida Statutes (2020), 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).
- 3. Within 30 days of the execution of this agreement by both Parties, the COUNTY will file right-of-way maps which are substantially the same as those attached hereto as Composite Exhibit B and (b) transfer of easement which is substantially the same as that attached hereto as Exhibit C to transfer the recorded easement reflected on Exhibit B as "to be transferred by separate instrument." In accordance with Section 337.29 (3), Florida Statutes (2020), upon the recording of the right-of-way maps 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 the COUNTY will be subject to the CITY's requirements, including permitting, for subsequent modifications or the placement of additional utilities.
- 5. As limited by Section 768.28, Florida Statutes, 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 (2020), 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.
- 6. COUNTY shall provide CITY with a list of all completed, planned and/or unfunded roadway/sidewalk/striping 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.

7. 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 Tarpon Springs 324 East Pine Street Tarpon Springs, FL 34688

- 8. 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.
- 9. 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.
- 10. 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.
- 11. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties nor shall any attempt to make such assignment be void.
- 12. 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.
- 13. 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.

- 14. 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
- 15. 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.
- 16. 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 TARPON SPRINGS                          | PINELLAS COUNTY, FLORIDA by and                   |
|---|---|
| A municipal corporation of the State of Florida | through its Board of County Commissioners         |
| BY: Chris Alahouzos, Mayor                      | BY: Dave Eggers, Commission Chair                 |
| BY: Mark LeCouris, City Manager                 |   |
| ATTEST: CITY CLERK                              | ATTEST: Ken Burke, Clerk                          |
| By: Seal)  APPROVED AS TO FORM                  | By:   |
|   |   |
| By: May Kinds                                   | APPROVED AS TO FORM  By:Christy Donovan Pemberton |
| Thomas J. Trask, B.C.S., City Attorney          | Office of the County Attorney                     |

## **EXHIBIT A**

## Road Transfer Agreement Road Segments Transferred from Pinellas County, Florida to City of Tarpon Springs, Florida

| Road Name                       | From          | То                          | Exhibit | C/L   | Plat Name or              | Book and Page |
|---------------------------------|---------------|-----------------------------|---------|-------|---------------------------|---------------|
|                                 |               |                             | Sheet # | Miles | Document Type             |               |
| Dixie                           |               | Pasco                       |         |       | Cypress Park of Tarpon    |               |
| Highway                         | Douglas Drive | County Line                 | B-1     | 0.05  | Springs                   | PB 124-85     |
|                                 |               |                             |         |       | Crestview                 | PB 17-60      |
|                                 |               |                             |         |       | Road Petition             | BCC 19-586    |
|                                 |               |                             |         |       | Tampa & Tarpon Springs    |               |
| L & R<br>Industrial And<br>Blvd |               | Anclote Blvd                | B-2     | 0.63  | Land Co                   | PB H1-116     |
|                                 |               |                             |         |       | R/W per OR 5146-781, less |               |
|                                 | Anclote Rd    |                             |         |       | the southerly 33'         | OR 5146-781   |
|                                 |               |                             |         |       | Deed                      | OR 5146-780   |
|                                 |               |                             |         |       | Deed                      | OR 5146-783   |
|                                 |               |                             |         |       | Deed                      | OR 5146-784   |
|                                 |               |                             |         |       | Deed                      | OR 5146-782   |
|                                 |               |                             |         |       | Road Petition             | BCC 5-290     |
|                                 |               |                             |         |       | Tampa & Tarpon Springs    |               |
| Brady Rd                        | Anclote Rd    | L & R<br>Industrial<br>Blvd | B-2     | 0.50  | Land Co                   | PB H1-116     |
|                                 |               |                             |         |       | River Bend Village        | PB 144-42     |
|                                 |               |                             |         |       | Brady Sub.                | PB 55-16      |
|                                 |               |                             |         |       | Riverside Farms           | PB 3-16       |
|                                 |               |                             |         |       | Deed                      | OR 4397-317   |
| Total                           |               |                             |         | 1.18  |                           |               |

### **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

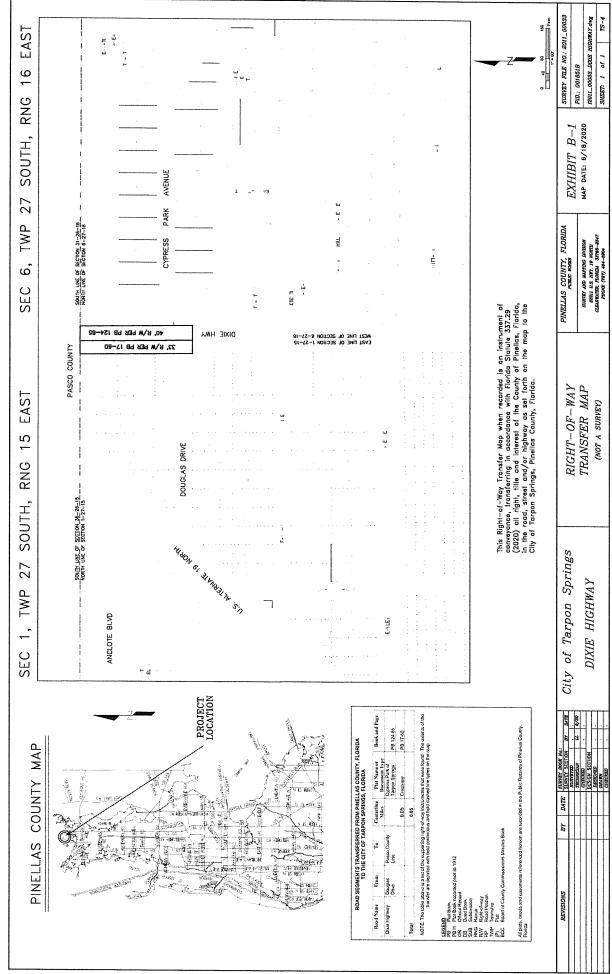
RP Road Petition

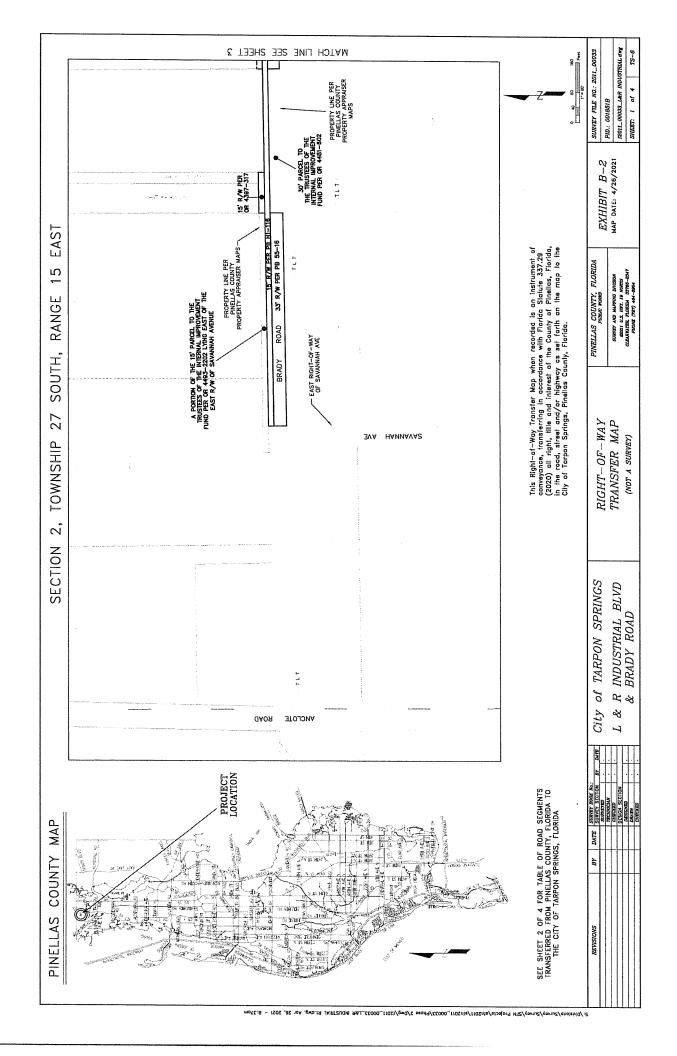
(P) Plat

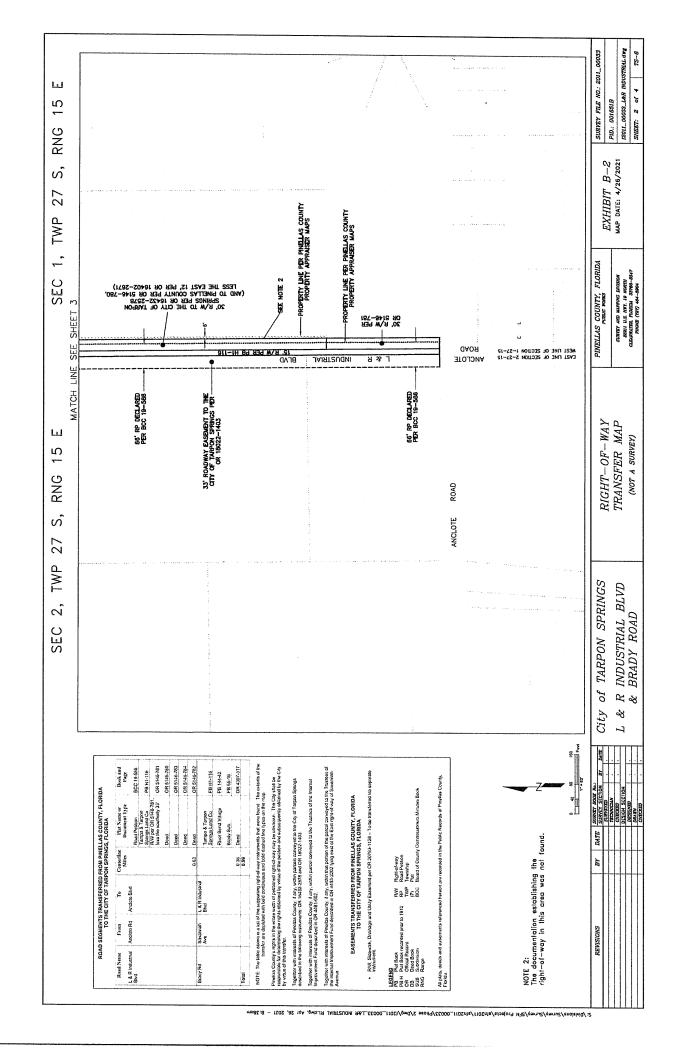
## EXHIBIT B

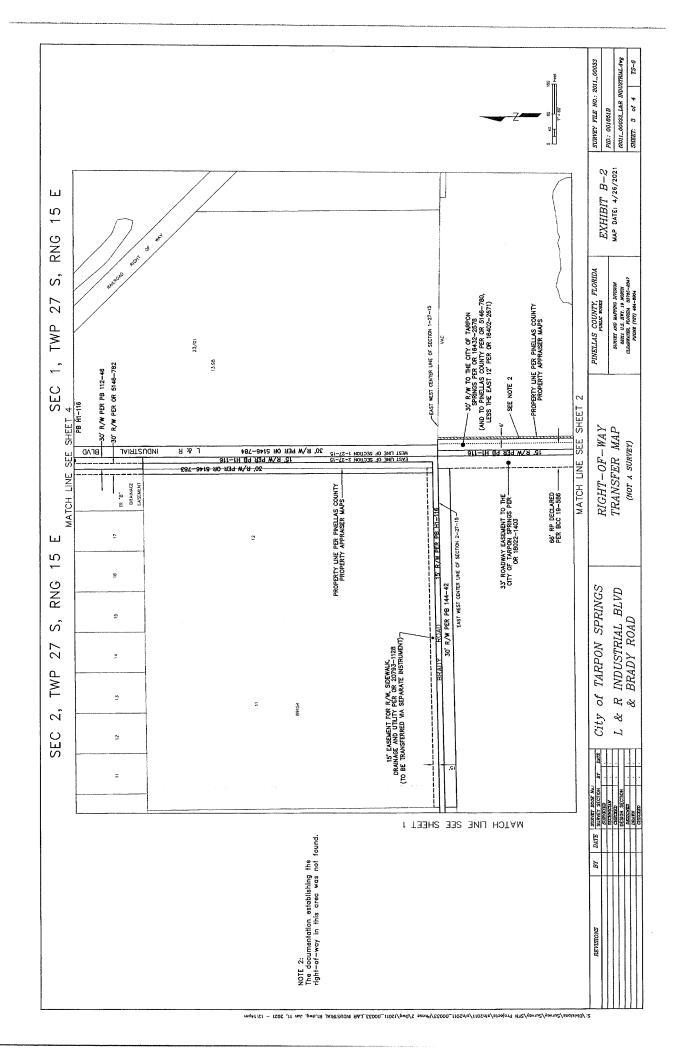
Right-of-Way Transfer Maps

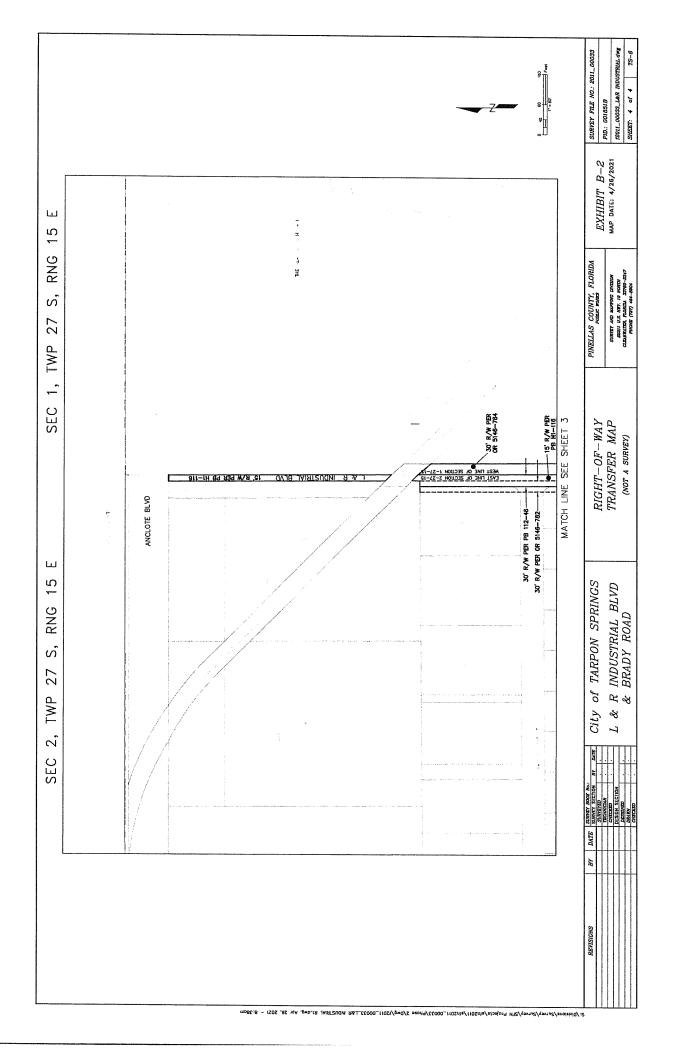
B1 – 1 SHEET B2 – 4 SHEETS











## **EXIBIT C**

## ASSIGNMENT OF EASMENT

# ASSIGNMENT OF EASMENT AGREEMENT – 2 SHEETS ATTACHMENT 1 – 3 SHEETS

Prepared by and return to: Real Property Division Attn: Cynthia M. Harris 509 East Ave. South Clearwater, FL 33756

# EXHIBIT "C" TO INTERLOCAL AGREEMENT ASSIGNMENT OF EASEMENT

This Assignment of Easement, made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, Attention: Real Property Division, whose address is 509 East Avenue South, Clearwater, FL 33756, , hereinafter referred to as "COUNTY" and the CITY OF TARPON SPRINGS, FLORIDA, a municipal corporation of the State of Florida, Attention: City Clerk, whose address is 324 E Pine Street, Tarpon Springs, Florida, 34689, hereinafter referred to as "CITY".

#### WITNESSETH:

WHEREAS, a perpetual right-of-way easement was entered into on August 10, 2018, by and between MISTY ACRES, LLC, whose post office address is 1900 Richard Ervin Parkway, Tarpon Springs, FL, 34688 and COUNTY that did grant and convey unto COUNTY, a perpetual right-of-way easement, subsequently recorded in Official Records Book 20793, Pages 1128 through 1130, the nature and description of said easement is further described in the attached as "Attachment 1", hereinafter referred to as "Easement"; and

WHEREAS, COUNTY received a written request from CITY to maintain the portions encumbered by the Easement; and

WHEREAS, COUNTY desires to grant and transfer Easement to CITY.

WHEREAS, said transfer of Easement will divest COUNTY in any further rights or responsibilities to operate and maintain the Easement; and

WHEREAS, said transfer of Easement will grant the rights and responsibilities to operate and maintain the Easement to CITY, as well as any and all other maintenance responsibilities associated with Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY does hereby grant and transfer to CITY, and CITY hereby accepts Easement, as recorded in Official Records Book 20793, Pages 1128 through 1130.

- 1. The above recitals are true and correct and incorporated herein.
- 2. COUNTY does hereby grant and transfer Easement to CITY.
- 3. CITY hereby accepts the Easement transfer.
- 4. This transfer shall divest COUNTY of all legal rights, responsibilities, and obligations associated with its ownership interest of Easement.

5. CITY shall assume all legal rights, responsibilities, and obligations, to include operating and maintenance responsibilities, associated with its ownership interest of Easement.

IN WITNESS WHEREOF, CITY and COUNTY 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 by and through its Board of County Commissioners          |  |
|-----------------------------------|--|--|
| Name:                             | By: Dave Eggers, Chairman  |  |
| Name:                             | Date:  |  |
|                                   | ATTEST:  |  |
| APPROVED AS TO FORM:              | KEN BURKE<br>Clerk of the Circuit Court  |  |
| By: Assistant County Attorney     | By:  |  |
| COUNTER SIGNED:                   | CITY OF TARPON SPRINGS, FLORIDA<br>A municipal corporation of the State of Florida |  |
| By:Chris Alahouzos, Mayor         | By:<br>Mark LeCouris, City Manager   |  |
| Date:                             |  |  |
| APPROVED AS TO FORM:              | ATTEST:  |  |
| By: Tomas J. Trask, City Attorney | By: Irene S. Jacobs, City Clerk  |  |

I#: 2019386096 BK: 20793 PG: 1128, 12/03/2019 at 02:17 PM, RECORDING 3 BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLK103102

### **Attachment 1**

Project: Anclote Development Brady Road

Parcel No.: 02-27-15-89154-000-0110 (a portion of)

PID No.: 001851B

Prepared by and return to: Real Property Division

Attn: R. Lishefski 509 East Avenue South – Clearwater, FL 33756 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2019341813 10/23/2019 01:43 PM OFF REC BK: 20743 PG: 1109-1111 DocType:EASEMENT

#### **RIGHT-OF-WAY EASEMENT**

THIS INDENTURE, made this <u>journal</u>, 2018, between MISTY ACRES, LLC, whose post office address is 1900 Richard Ervin Parkway, Tarpon Springs, FL 34688, hereinafter referred to as GRANTOR, and PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

## WITNESSETH

GRANTOR hereby warrants and covenants that (a) GRANTOR is the owner of the fee simple title to the property, in which the below described Easement is located, and that (b) GRANTOR has full rights and lawful authority to grant and convey this Easement to the GRANTEE.

That the said GRANTOR, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to them in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the GRANTEE, and the GRANTEE's successors and assignees, a perpetual right-of-way easement over and across the following described property, together with reasonable access for the GRANTEE's employees and contractors to install, inspect, maintain and repair the GRANTEE's facilities and the right to authorize use of this Easement by other public and private utilities as needed to provide power, telecommunications and other utilities as deemed necessary.

Lands described in legal description attached as Exhibit "A" hereto and made a part hereof, hereinafter referred to as the "Easement."

The purpose of this Easement is for public roadway, sidewalk, drainage and utility purposes, together with any reasonable or necessary appurtenances thereto.

|   | Attachment 1  |
|---|---|
|   |   |
| // ^  |   |
| aboye. //   | rties hereto have signed the day and year first written |
|   |   |
| SIGNED AND DELIVERED<br>IN THE PRESENCE OF:       |   |
| WYTNESSES:  | GRANTOR:  |
| ( ) Jurah !                                       | Marthe L. Comm  |
| Print Name: Jim CHURCNILC.                        | Print Name: Martha L. Camm                              |
|   | Title: Manager  |
| Gan Hully   | ^   |
| Print Name: PATRICH GilliSAN                      |   |
|   |   |
| STATE OF <u>Florida</u> COUNTY OF <u>Pinellas</u> |   |
| COUNTY OF Pinellas                                | ~ ^   |
|   | owledge before me this 10 day of                        |
| August, 2018, by Martha                           | The individual is personally known to                   |
| me or has produced a                              | Driver's License as identification.                     |
|   |   |
| NOTARY SEAL                                       | NOTARY: alul 11 loce                                    |
| Notary Public State of Florida Janell L Moore     | Print Name: \\ Jone                                     |
| My Commission GG 174075<br>Expires 01/27/2022     | Commission Number: 4G-174075                            |
|   | My Commission Expires: 1 27 2027                        |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |

### Attachment 1

