

**ROADWAY TRANSFER AGREEMENT  
LOCAL PUBLIC ROAD RIGHTS-OF-WAY IN THE VILLAGE OF INDIANTOWN**

This Roadway Transfer Agreement (AGREEMENT) dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018, is made between Martin County, a political subdivision of the State of Florida (COUNTY), and the Village of Indiantown, a municipal corporation of the State of Florida (VILLAGE), to provide for the orderly transfer of the local road rights-of-way.

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the VILLAGE was created and established effective December 31, 2017; and

**WHEREAS**, the Florida Department of Transportation has jurisdiction and liability for maintenance of all improvements and appurtenances within the SR-710 (SW Warfield Boulevard) right-of-way; and

**WHEREAS**, private entities have historically had jurisdiction and liability for maintenance of the improvements and appurtenances within the local private road rights-of-way in the newly incorporated VILLAGE boundary; and

**WHEREAS**, the COUNTY has historically had jurisdiction and liability for maintenance of the improvements and appurtenances within all non-state, public road rights-of-way in the newly incorporated VILLAGE boundary; and

**WHEREAS**, Section 125.0101, Florida Statutes, authorizes counties and municipalities to contract with each other for provision of road maintenance and other services; and

**WHEREAS**, the VILLAGE desires, both now and in the future, to assume the liability for maintenance of the local public road rights-of-way from the COUNTY pursuant to Section 335.0415(3), Florida Statutes and the COUNTY desires, both now and in the future, to retain the liability for maintenance of the non-state collector and arterial road rights-of-way listed herein; and

**WHEREAS**, the VILLAGE and the COUNTY recognize the jurisdictional and fiscal value of transferring said local public road rights-of-way; and

**WHEREAS**, the parties agree this AGREEMENT shall be effective unless and until set aside by the respective parties.

**NOW, THEREFORE**, the VILLAGE and the COUNTY, in consideration of the terms and conditions set forth herein and the mutual benefits, promises, and considerations hereinafter set forth, agree as follows:

## **SECTION 1. TRANSFER OF JURISDICTION**

This AGREEMENT transfers the jurisdiction of the local public road rights-of-way from the COUNTY to the VILLAGE for all present and future purposes, including dedication, fee simple interest (if any), liability, maintenance, utility easements, law enforcement and emergency services jurisdiction.

Section 163.01(17), Florida Statutes, states in relevant part, that "in any agreement entered into... any public agency... may, in its discretion, grant, sell, donate, dedicate, lease or otherwise convey, title, easements or use rights in real property, including tax-reverted real property, title to which is in such public agency ... to any other public agency... Any public agency... is authorized to grant such interests in real property or use rights without consideration when in its discretion it is determined to be in the public interest. Real property and interests in real property granted or conveyed to such public agency... shall be for the public purposes contemplated in the interlocal agreement ..." and

Section 335.0415(3), Florida Statutes, states "Public roads may be transferred between jurisdictions only by mutual agreement of the affected governmental entities."

## **SECTION 2. ROADS AND STORMWATER INFRASTRUCTURE TO BE TRANSFERRED**

The COUNTY, by means of this AGREEMENT, does hereby grant, transfer and convey to the VILLAGE all of its right, title, interest in, jurisdiction over, and liability for maintenance of, all public road rights-of-way within the VILLAGE boundary, the improvements thereon and appurtenances thereto (including, but not limited to, the roadbed, curbs, sidewalks, bike paths, traffic control signs, traffic signals, warning flashers, drainage structures and culverts, streetlights, landscape, railroad crossings, and other enhancements within the rights-of-way) except as to the following:

these collectors and arterials:

- SW Allapattah Road (CR-609);
  - SW Citrus Boulevard;
  - SW Farm Road;
  - SW Fox Brown Road;
  - SW Silver Fox Lane;
  - SW Warfield Boulevard (SR-710);
- and

these privately maintained local road rights-of-way or easements:

- FP&L Access Road;
- SW 146<sup>th</sup> Court;
- SW American Street (east of SW Indian Mound Drive);
- SW Andalucia Court;
- SW Commerce Park Drive;
- SW Divot Drive;
- SW Four Woods Way;
- SW Five Wood Way;
- SW Golf Club Drive;
- SW Impact Drive;
- SW Indian Mound Drive (north of SW American Street);
- SW Indianwood Circle;
- SW Indianwood Drive;

- SW Lincoln Street (west of New Hope Community);
- SW Minute Maid Road;
- SW Myrtle Drive;
- SW Putter Drive;
- SW Rake Drive;
- SW Sand Wedge Drive;
- SW Sonora Terrace;
- SW Three Woods Way; and
- SW Two Woods Way.

**SECTION 3. TERMINATION**

This AGREEMENT shall not terminate without the express written consent of the COUNTY and the VILLAGE.

**SECTION 4. AMENDMENTS**

The terms of the AGREEMENT shall not be amended, supplemented, waived, or changed without the written approval of the parties.

**SECTION 5. LIABILITY AND INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the VILLAGE against any actions, claims for damages arising out of COUNTY's negligence in connection with the AGREEMENT, and the VILLAGE shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of the VILLAGE's negligence in connection with the AGREEMENT. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions, or a consent to be sued by third parties.

**SECTION 6. FILING**

This AGREEMENT shall be filed in the Official Records of the Martin County Clerk of the Circuit Court; said filing shall be the responsibility of the VILLAGE.

**SECTION 7. ENFORCEMENT COSTS**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this AGREEMENT shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this AGREEMENT.

**SECTION 8. NOTICE**

All notices required to be given under this AGREEMENT shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the Village:

Village Manager

Village of Indiantown

16550 SW Warfield Boulevard

As to the County:

County Administrator

Martin County

2401 SE Monterey Road

## **SECTION 9. REMEDIES**

This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this AGREEMENT shall be held in Martin County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this AGREEMENT is intended to, and shall not be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT.

## **SECTION 10. CONFLICT RESOLUTION**

Any dispute or conflict between the parties that arises from the provision of services under this AGREEMENT shall be presented in writing to the representatives of the parties. The representatives shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

## **SECTION 11. JOINT PREPARATION**

The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

## **SECTION 12. CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

## **SECTION 13. SEVERABILITY**

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this AGREEMENT and the same shall remain in full force and effect.

## **SECTION 14. ENTIRETY OF AGREEMENT**

This AGREEMENT represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this AGREEMENT. This AGREEMENT shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

## **SECTION 15. SURVIVABILITY**

Any provision of this AGREEMENT which is of a continuing nature, or which by its language or nature imposes an obligation that extends beyond the term of this AGREEMENT, shall survive the expiration or earlier termination of this AGREEMENT.

**IN WITNESS WHEREOF**, the parties, through their duly authorized representatives, do hereby execute this Agreement on the date first written above.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

\_\_\_\_\_  
Carolyn Timmann, Clerk of the  
Circuit Court and Comptroller

\_\_\_\_\_  
Edward V. Ciampi, Chairman

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Sarah W. Woods, County Attorney

ATTEST:

**VILLAGE COUNCIL  
VILLAGE OF INDIANTOWN, FLORIDA**

\_\_\_\_\_  
Cheryl White, Village Clerk

\_\_\_\_\_  
Susan Gibbs Thomas, Mayor

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Wade C. Vose, Village Attorney