

## ROADWAY TRANSFER AGREEMENT

From Florida Department of Transportation to City of Stuart  
S.R. 707/NW Dixie Highway from U.S. 1/S.R. 5/SW Federal Highway  
to NE Cardinal Avenue/NE Savannah Road  
(Excluding the Old Roosevelt Bridge - Bridge ID 890003)

THIS AGREEMENT, made and entered into this sixth day of June, 2012 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the DEPARTMENT, and City of Stuart, hereinafter called the CITY;

### WITNESSETH

**WHEREAS**, S.R. 707/NW Dixie Highway from U.S. 1/S.R. 5/SW Federal Highway to NE Cardinal Avenue/NE Savannah Road, with the exception of the Old Roosevelt Bridge (Bridge ID: 890003, Section ID: 89030000 from Mile Point 20.736 to Mile Point 20.970), is in Martin County and lies within the CITY and is currently owned by the DEPARTMENT as depicted on the Location Map attached and incorporated herein as Exhibit "A" and,

**WHEREAS**, the CITY, has requested the transfer of the Roadway Section to the CITY Road System, and this transfer is mutually agreed upon between the CITY and the DEPARTMENT and,

**WHEREAS**, the AGREEMENT has been approved by the City of Stuart Commission through Resolution No. 32-2012.

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** 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 CITY and the DEPARTMENT agree as set forth below:

1. This AGREEMENT sets forth the terms and conditions under which the CITY and the DEPARTMENT will abide, commencing on the date of approval of the AGREEMENT by the DEPARTMENT's Secretary.
  - a) The DEPARTMENT gives up all right to the Roadway Section, except as may be specified in this AGREEMENT.
  - b) The CITY accepts all responsibility for operation and maintenance of the Roadway Section referenced above upon the effective date of transfer. This Roadway Section excludes the Old Roosevelt Bridge (Bridge ID 890003), which will continue to be owned, operated and maintained by the DEPARTMENT.
  - c) The CITY also accepts all responsibility for operation and maintenance of the following:
    - 1) The park area, located at the northern junction of S.R. 707/NW Dixie Highway and U.S. 1/S.R. 5/SW Federal Highway, as depicted on Exhibit A.

- 2) All traffic control signals and devices, roadway lighting system, curbs, culverts and drainage structures within the right of way at the time of transfer.
  - 3) The right of way and public sidewalks, bike paths, and other ways in the right of way. The CITY agrees to perform all activities necessary to keep the roadway fully and properly functioning at all times. Examples of maintenance activities include, but are not limited to, mowing, cleaning and trenching of ditches, retention ponds, and other underground drainage systems, picking up litter, graffiti removal, etc.
  - 4) The roadside parking spaces located adjacent to the southbound lane on NW Dixie Highway near the north end of Old Roosevelt Bridge (also depicted on Exhibit A) and designate the sole use to the DEPARTMENT for bridge tenders and maintenance of the daily draw bridge operation.
  - 5) The street lights located on the transferred section along with the two cobra head poles that are erected on the Old Roosevelt Bridge (also depicted on Exhibit A) shall be maintained and kept fully and properly functioning at all times. The DEPARTMENT will continue to maintain the remaining street lights on the Old Roosevelt Bridge. The CITY grants the DEPARTMENT access to the load center north of the bridge in order to perform the necessary maintenance of the street lights.
  - 6) Continuing the collection of the 24-hour average daily traffic (ADT) count data at Traffic Monitoring Sites (TMSs) 895100 and 890018, as depicted in Exhibit A, at least once a year during the peak season (typically between January and mid-April). Traffic count data shall be collected by following the existing DEPARTMENT guidelines/policies/procedures and submitted via e-mail in format compatible with the most current version of Survey Processing Software (SPS) to the District Traffic Data Coordinator for the preparation of the DEPARTMENT's annual data processing within 30 calendar days after the data is collected.
- d) The DEPARTMENT retains:
- 1) Ownership and jurisdiction of the Old Roosevelt Bridge (Bridge ID 890003).
  - 2) The aerial right-of-way and any relevant rights to access the new Roosevelt Bridge from S.R. 707/NW Dixie Highway for conducting the necessary maintenance and/or betterment projects to U.S. 1/S.R. 5/SW Federal Highway without the need to obtain permits from the CITY. The CITY, however, will be notified in advance by the DEPARTMENT's Maintenance Office with the scope of the work and corresponding schedule.
- e) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, railroad crossing agreement or other such agreements, relating to any specific Roadway Section to be transferred, shall be transferred at the same time and in the same manner as jurisdictional responsibilities. Copies of any existing permits, agreements, and easements shall be turned over to the CITY for its records.

- f) Federal-Aid funds in the F.M. # 427932-1 contract that was executed in March 2011 were expended on the subject Roadway Section. The CITY agrees to enter into a project maintenance agreement with the DEPARTMENT in accordance with Topic Number 850-065-001, Inspection of Federal-Aid Projects under Local Jurisdiction (Exhibit B).
  - g) Historical and archaeological resources were identified within or adjacent to the transfer area. The DEPARTMENT has provided the CITY with a letter from the Florida Department of State dated January 20, 2012 (Exhibit C), confirming that based on the results of a cultural resources assessment survey no historic properties will be directly affected by the transfer of ownership of the roadways. The CITY agrees to maintain the resources in accordance with the recommendations in the Desktop Analysis and Reconnaissance Survey (Exhibit D) provided by the DEPARTMENT and approved by the State Historic Preservation Office (SHPO). The CITY also agrees not to adversely affect any such resources that may be found after the transfer. Additional environmental reviews on water quality and wetlands, public lands, endangered and threatened species/wildlife/critical habitats, and contamination have been performed by the DEPARTMENT. The results (Exhibit E) from the environmental review show no adverse impact to the conditions in the surrounding area by the transfer of jurisdiction.
  - h) Pursuant to Section 337.29, F.S., deeds or existing right of way maps will be recorded by the transferring agency into the public land records of Martin County in which the rights of way are located. The DEPARTMENT, which currently has jurisdiction over the Roadway Section, shall supply all right of way documentation and/or right of way maps, if available. The CITY should produce right of way maps for possible future reference if they do not currently exist.
2. 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.
  3. 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 communication, representation, or agreements, either verbal or written, between the parties hereto.
  4. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida.
  5. 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.
  6. For communication purposes, the parties may be reached at the following addresses and phone numbers.

**City of Stuart**

Samuel T. Amerson, P.E.  
Public Works Director  
City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994  
Telephone: (772) 260-5331

**Florida Department of Transportation**

Gustavo Schmidt, P.E.  
Planning and Environmental Engineer  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Telephone: (954) 777-4601

7. 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.
8. If any part of the 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 the AGREEMENT.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY OF STUART

STATE OF FLORIDA  
DEPARTMENT OF  
TRANSPORTATION

BY: *James A. Christie, Jr.*  
James Christie, Jr.  
Mayor City Commission

Date: 4/9/2012

ATTEST: *Cheryl...*

BY: *James A. Wolfe*  
James A. Wolfe, P.E.  
District 4 Secretary

Date: 4/23/12

ATTEST: *Marina...*

Legal Review

*Michael Durham*  
Michael Durham  
City Attorney

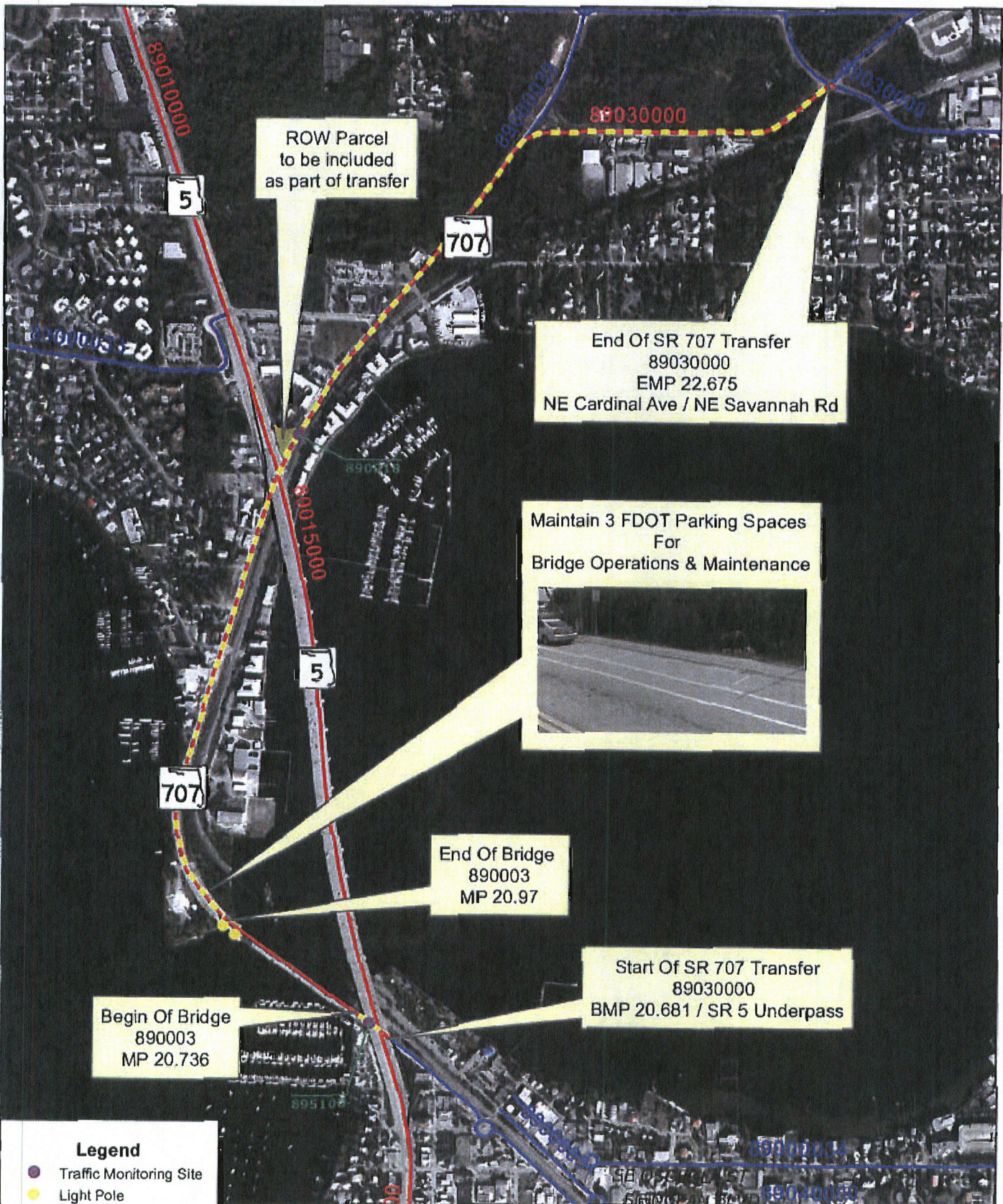
Legal Review

*Laurice Mayes*  
Laurice Mayes, Esq.  
District 4 Legal Counsel



**EXHIBIT A**  
**Location Map**

I:\data\GIS\Projects\2010\GIS\Documents\100488 MARTIN\707 SR 707 Transfer\City.mxd 15MAY10 2:02



**Legend**

- Traffic Monitoring Site
- Light Pole
- Proposed Roadway Transfer to City
- On System Roads
- Off System Roads
- Proposed Parcel Transfer To City

This data is intended for the use of DOT personnel and authorized consultants. The data has been compiled from a variety of source material and there is no guarantee of its accuracy, completeness, reliability or suitability for any particular purpose or any representation or warranty, express or implied, by the Florida Department of Transportation concerning the data. It is the responsibility of the user to use the data appropriately and in accordance with its limits. Contact the source agency or DOT department head to determine if the data is accurate and correct.

1,200    600    0    1,200  
Feet

**Exhibit A**

**SR 707**  
 Proposed Transfer  
 To City of Stuart

Martin County, FL