

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ROADWAY TRANSFER AGREEMENT**

**Florida Department of Transportation/Town of Miami Lakes**

This Road Transfer Agreement (“Agreement”), made and entered into this \_\_\_\_ day of, 20\_\_\_\_, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called “FDOT,” and the TOWN OF MIAMI LAKES, hereinafter called the “TOWN”;

**WITNESSETH**

**WHEREAS**, The FDOT owns certain right-of-way, known as NW 77<sup>th</sup> Court from NW 82<sup>nd</sup> Avenue to NW 154<sup>th</sup> Street, (87260523 from BMP 0.000 to EMP 1.232), referred to herein as the “Road” and depicted on the right-of-way map attached as **EXHIBIT “A”**; and

**WHEREAS**, the TOWN, has requested the transfer of the Road off the State Highway System and this transfer is mutually agreed upon between the TOWN and FDOT; and

**WHEREAS**, 23 U.S.C. 116 requires that a maintenance agreement be entered into between the DEPARTMENT and the TOWN if the right-of-way to be transferred to the TOWN contains a project constructed using federal funds. If this requirement is applicable, it is met through execution of this Agreement,

**WHEREAS**, the Agreement is approved by the TOWN Council through Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, \_\_\_\_\_, 2020, and attached and incorporated herein as **EXHIBIT “B”**.

**NOW, THEREFORE:** 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 TOWN and FDOT agree as set forth below:

- (a) The above WHEREAS clauses and attached exhibits are specifically incorporated by reference and made part of this Agreement.
- (b) The commencement of new jurisdictional and maintenance responsibilities is the date of the approval of this Agreement by the FDOT Secretary.
- (c) The TOWN accepts all responsibility for the Road right-of-way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this agreement includes all curbs, culverts, and drainage structures within the right-of-way at the time of transfer. The TOWN shall be responsible for maintenance of public sidewalks, bike paths, and other ways in the right-of-way.
- (d) FDOT gives up all rights to the Road, including the right-of-way, except as may be specified in this agreement.
- (e) It is agreed that all obligations of FDOT, under any maintenance, utility, or railroad

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ROADWAY TRANSFER AGREEMENT**

crossing agreement or other such agreement, relating to any specific road to be transferred, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the parties to this transfer, and the transferring party will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the parties to this transfer. These agreements shall be negotiated and signed prior to FDOT Secretary approval of the final Transfer Agreement. The FDOT acknowledges that copies of any existing permits, agreements and easements have been turned over to the receiving entity for their records prior to the execution of this agreement.

- (f) Transfer of the Road from FDOT to the TOWN shall be by right-of-way map transfer ("Map Transfer"). FDOT shall deliver the Map Transfer to the TOWN within sixty (60) days of the Effective Date of this Agreement, or as soon thereafter as practicable. The TOWN shall record the Map Transfer at the TOWN's sole cost and expense in the Miami-Dade County Public Records within 60 days of its receipt and provide the Department with a copy of the recorded conveyance document upon receipt of the same from the recording office.

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.

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 communications, representations, or agreements, either verbal or written, between the parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

The parties may be reached by means of the following contacts.

**Town of Miami Lakes**  
Manny Cid  
Mayor  
6601 Main Street  
Miami Lakes, FL 33014  
Telephone: (305) 364-6100

**Florida Department of Transportation**  
James Wolfe, P.E.  
District Six Secretary  
1000 NW 111 Avenue  
Miami, FL 33172  
Telephone: (305) 470-5197

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.

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ROADWAY TRANSFER AGREEMENT**

If any part of this 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 this Agreement.

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

**Florida Department of Transportation**

**Attest:**

Signed: \_\_\_\_\_  
James Wolfe, P.E.  
FDOT District 6 Secretary

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

Signed: \_\_\_\_\_  
Office of the General Counsel, District 6

**Town of Miami Lakes**

**Attest:**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

Signed: \_\_\_\_\_  
Legal Counsel for Town of Miami Lakes

**FINAL APPROVAL BY THE SECRETARY OF TRANSPORTATION**

The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Transfer Agreement and the supporting resolution between the DEPARTMENT and the COUNTY:

Signed: \_\_\_\_\_  
Kevin J. Thibault, P.E.  
Secretary  
State of Florida, Department of Transportation

Execution Date: \_\_\_\_\_