

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD JURISDICTION TRANSFER (RJT) AGREEMENT

DRAFT ONLY, NOT FOR SIGNATURE!

Florida Department of Transportation/City of Jacksonville

THIS AGREEMENT, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called "DEPARTMENT," and the City of Jacksonville, hereinafter called "LOCAL ENTITY." The DEPARTMENT and the LOCAL ENTITY are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the DEPARTMENT and the LOCAL ENTITY, has requested the transfer of Riverside Avenue, Roadway ID 72050000 from milepost 7.428 to 7.699; State Road 211 On Ramp from Jefferson Street, Roadway ID 72050447 from milepost 0.000 to 0.188; and SR 13 Acosta Bridge Connector, Roadway ID 72160448 from milepost 0.900 to 1.111; from the State Highway System, as depicted on the location map, attached hereto as Exhibit "A" and the road data form attached hereto as Exhibit "B" and this transfer is mutually agreed upon, between the LOCAL ENTITY and the DEPARTMENT,

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

WHEREAS, Section 335.0415, Florida Statutes, authorizes the Parties to enter this Agreement.

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 LOCAL ENTITY and the DEPARTMENT agree as set forth below:

This Agreement sets forth the terms and conditions under which the LOCAL ENTITY and the DEPARTMENT will abide. The commencement of new jurisdictional and maintenance responsibilities is the date of this agreement approval by the Department Secretary.

- (a) The LOCAL ENTITY 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 LOCAL ENTITY shall be responsible for maintenance of public sidewalks, bike paths, and other ways in the right-of-way.
- (b) The DEPARTMENT gives up all rights to the road, including the right-of-way, except as may be specified in this Agreement.

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- (c) By resolution, attached hereto as Exhibit "C", the LOCAL ENTITY has authorized its representative to enter this Transfer Agreement.
- (d) It is agreed that all obligations of the DEPARTMENT under any maintenance, utility, or railroad 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 the Department Secretary approval of the final Transfer Agreement. The DEPARTMENT 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.
- (e) Disposition of any telemetered traffic monitoring site will be determined on an individual basis. The Traffic Monitoring Section of the Department's Transportation Data and Analytics Office, in cooperation with the Department District Office, will determine if polling the site is still desirable even if the traffic data is no longer needed for State Highway System reporting.
- (f) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the LOCAL ENTITY agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations, attached hereto as Exhibit "D." If no evidence of historical or archaeological resources is discovered, the LOCAL ENTITY agrees not to adversely affect any such resources if discovered after the transfer.
- (g) Transfer of the Roadway from the DEPARTMENT to the LOCAL ENTITY shall be by right-of-way map transfer ("Map Transfer"). The DEPARTMENT shall deliver the Map Transfer to the LOCAL ENTITY within sixty (60) days of the Effective Date of this Agreement. The LOCAL ENTITY shall record the Map Transfer, at no cost to the DEPARTMENT, in the public land records of the county in which the road Jurisdiction Transfer is located within 60 days of its receipt and ensure property appraiser records are updated to accurately reflect this transfer. The LOCAL ENTITY shall provide the DEPARTMENT with a copy of the recorded conveyance document within 15 days of receipt of the same from the recording office.
- (h) Obligation of funds to be transferred to the LOCAL ENTITY must be in accordance with Section 339.135(6)(a), Florida Statutes.
- (i) Section 335.02, Florida Statutes, requires the DEPARTMENT to hold a public hearing when redesignating a transportation facility from the State Highway System. A public hearing was conducted is attached hereto as Exhibit "E."

All words used herein in the singular form shall extend to and include the plural. All

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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:

City of Jacksonville Attention: Robin G. Smith, P. E. City Engineer /Chief of Engineering and Construction City of Jacksonville Department of Public Works 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8710	Florida Department of Transportation James Knight Urban Planning Manager 2198 Edison Ave Jacksonville, FL 32204-2730 Telephone: (904) 360-5457
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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.

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.

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LOCAL ENTITY

The City of Jacksonville

SIGNED BY: _____
Title of the Authorized Signer

ATTEST: _____

LEGAL REVIEWER SIGNATURE:

Name, Title

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

SIGNED BY: _____
Greg Evans
FDOT District 2 Secretary

LEGAL REVIEWER SIGNATURE:

FDOT Office of the General Counsel

FINAL APPROVAL BY THE SECRETARY OF TRANSPORTATION

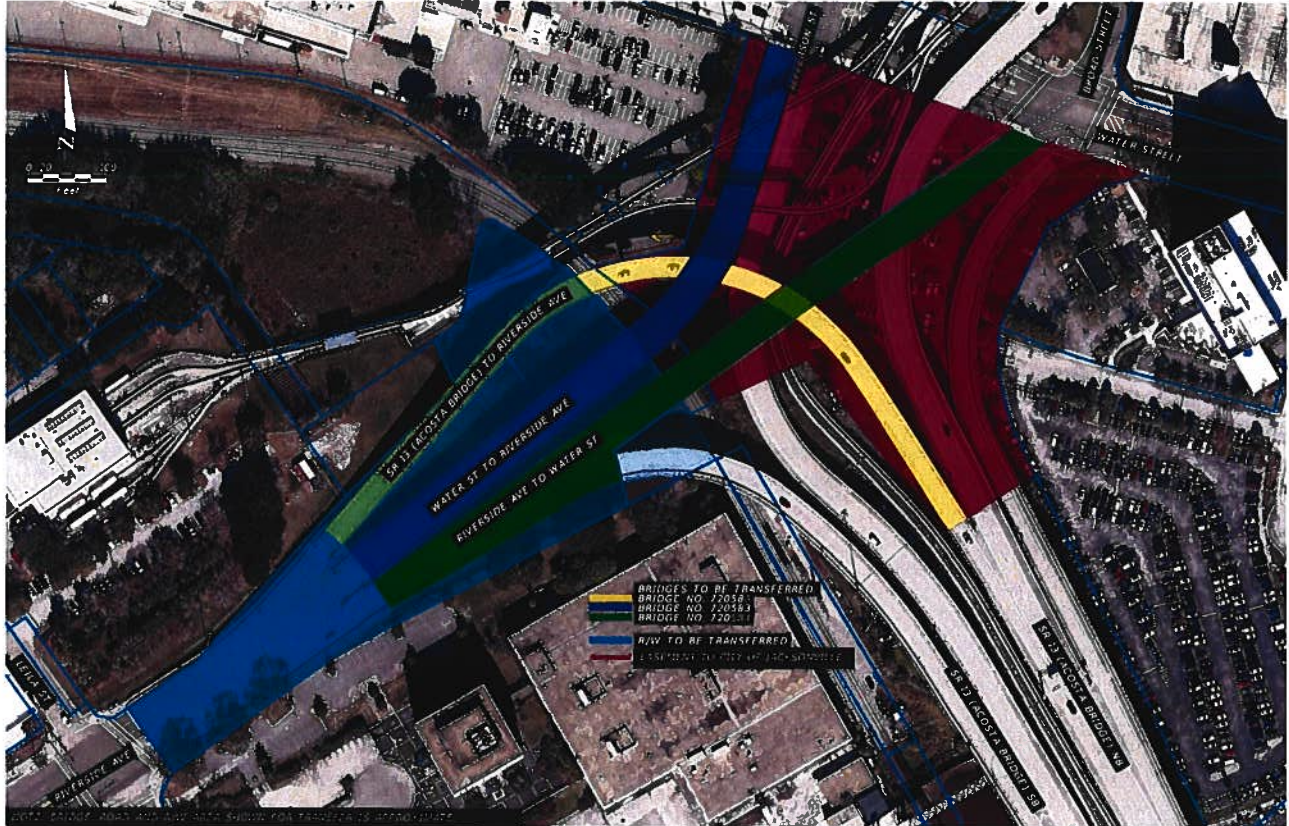
The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Transfer Agreement and the supporting resolution between the DEPARTMENT and the LOCAL ENTITY:

Signature and Execution Date: _____

Jared W. Perdue, P.E.
Secretary
State of Florida, Department of Transportation

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Exhibit A



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Exhibit B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD JURISDICTION TRANSFER (RJT) Transfer Form

Transfer off the State Highway System – State to City

Road Number: SR-211 Road Name: Riverside Ave
District: 2 City/County: Jacksonville/Duval
Roadway ID: 72050000 Segment Length: 0.271
From: Begin State Maintenance To: Water Street
(Beginning Mile Point: 7.428) (Ending Mile Point: 7.699)

Road Number: N/A Road Name: SR-211 Ramp from Jefferson St
District: 2 City/County: Jacksonville/Duval
Roadway ID: 72050447 Segment Length: 0.188
From: Water Street To: Gore at 72050000 Riverside Ave
(Beginning Mile Point: 0.000) (Ending Mile Point: 0.188)

Road Number: SR-13 Road Name: Acosta Bridge Connector
District: 2 City/County: Jacksonville/Duval
Roadway ID: 72160448 Segment Length: 0.211
From: Bridge Joint at Milepost 0.900 To: Gore at 72050000 Riverside Ave
(Beginning Mile Point: 0.900) (Ending Mile Point: 1.111)

Status: The City approached the Department about this transfer. Requesting approval to draft an agreement with the City of Jacksonville.

Justification for Transfer: Transfer is requested by the City of Jacksonville in order to facilitate the construction of a major drainage project which will traverse under the listed roadways.

www.fdot.gov

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Exhibit C