

Return recorded copy to:  
Broward County Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document prepared by:  
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Broward County Attorney's Office  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

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**ROAD TRANSFER AGREEMENT BETWEEN  
BROWARD COUNTY  
AND  
CITY OF FORT LAUDERDALE  
FOR NW 19<sup>TH</sup> STREET FROM  
NW 9<sup>TH</sup> AVENUE (POWERLINE ROAD) TO NW 7<sup>TH</sup> AVENUE**

THIS AGREEMENT made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners, and CITY OF FORT LAUDERDALE, a municipal corporation, created and existing under the laws of the State of Florida, hereinafter referred to as "MUNICIPALITY," collectively referred to as the "Parties."

WHEREAS, NW 19<sup>th</sup> Street from NW 9<sup>th</sup> Avenue (Powerline Road) to NW 7<sup>th</sup> Avenue, as shown on Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Road" or "Road right-of-way," is located within the municipal limits of MUNICIPALITY, and pursuant to Chapter 335, Florida Statutes, is currently within the public road jurisdiction of COUNTY; and

WHEREAS, COUNTY and MUNICIPALITY are desirous of transferring the underlying title and responsibility for the planning, design, construction, improvement, operation, maintenance of, and jurisdiction over the Road right-of-way and all road related appurtenances, including but not limited to curbs, culverts, bridges, drainage structures, drainage pipes, drainage inlets, swales, sidewalk and curb ramps, sidewalk, lighting, landscaping, and irrigation, from COUNTY to MUNICIPALITY; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, jurisdiction and responsibility for public roads may be transferred by mutual agreement of COUNTY and MUNICIPALITY; and

WHEREAS, Section 337.29(3), Florida Statutes, provides that title to roads transferred pursuant to Section 335.0415, Florida Statutes, shall be in the governmental entity to which such roads have been transferred upon the recording of a right-of-way map in the public records; and

WHEREAS, COUNTY and MUNICIPALITY have determined that it is in the best interest of the Parties that responsibility for the planning, design, construction, improvement, operation, maintenance of, and jurisdiction over the Road right-of-way and all road related appurtenances, and of any future improvements thereto, be transferred to MUNICIPALITY subject to the terms of this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the promises and the mutual covenants contained herein, and other good and valuable consideration the receipt of which is hereby acknowledged, COUNTY and MUNICIPALITY agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein.
2. **CONSIDERATION AND TRANSFER OF JURISDICTION.** COUNTY agrees that in consideration of promises and covenants given by MUNICIPALITY in this Agreement, COUNTY relinquishes any and all legal rights, interests, responsibilities, and obligations with respect to the Road right-of-way, including but not limited to the planning, design, construction, improvement, operation, maintenance of, and jurisdiction over the Road and all road related appurtenances, including but not limited to curbs, culverts, bridges, drainage structures, drainage pipes, drainage inlets, swales, sidewalk and curb ramps, sidewalks, lighting, landscaping, and irrigation, subject to the terms and conditions set forth herein, and COUNTY hereby transfers to MUNICIPALITY all legal rights, responsibilities, obligations, and jurisdiction with respect to and over the Road right-of-way; subject, however, to the terms of this Agreement and the Traffic Engineering Agreement, dated November 27, 1984, as the same has been or may be amended from time to time, between COUNTY and MUNICIPALITY.
3. Upon the proper execution of this Agreement, MUNICIPALITY agrees to accept all legal rights, responsibilities, and obligations with respect to the Road right-of-way, including, but not limited to, the planning, design, construction, improvement, operation, maintenance of, and jurisdiction with respect to and over the Road, including but not limited to curbs, culverts, bridges, drainage structures, drainage pipes, sidewalks, lighting, landscaping, and irrigation.
4. To the extent permitted by law, and subject to the protection, immunities, and limitations afforded MUNICIPALITY under Section 768.28, Florida Statutes, as may be amended from time to time, MUNICIPALITY shall, at all times hereafter, indemnify, hold harmless, and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of MUNICIPALITY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. It is specifically understood

and agreed that the indemnification provisions of this Agreement do not cover or indemnify the COUNTY for the negligence of the COUNTY, its agents, servants, or employees.

**5. RECORD RIGHT-OF-WAY INFORMATION.** COUNTY's right-of-way map shall consist of evidence of public right-of-way ownership and documents affecting that right-of-way to the extent COUNTY has documentation of the right-of-way and in the form utilized by the COUNTY in carrying out its jurisdiction responsibilities. The Parties acknowledge that the intent herein is to provide MUNICIPALITY with the same record of right-of-way information that COUNTY possesses and utilizes.

**6. RECORDATION OF AGREEMENT AND RIGHT OF WAY MAPS.** Upon execution of this Agreement by MUNICIPALITY and COUNTY, COUNTY shall record this Agreement and a Right of Way map of the Road, consisting of the Broward County Highway Construction and Engineering Division's Section Maps depicting the deed and plat dedications for the Road, in the Public Records of Broward County, Florida. Transfer of title to the Road from COUNTY to MUNICIPALITY shall become effective upon such recordation pursuant to Section 337.29(3), Florida Statutes.

**7. NOTICES.** Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and Engineering Division  
One North University Drive  
Suite 300  
Plantation, Florida 33324

For MUNICIPALITY:

City Manager  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, Florida 33301

## **8. MISCELLANEOUS**

**8.1 TERMINATION.** This Agreement shall terminate upon mutual written agreement of the Parties, executed with the same formalities as this Agreement, provided, however, that the provisions of Article 4 shall survive such termination and shall continue in full force and effect to the extent that any claims, legal or suit actions, damages, liabilities, expenditures, or causes of action of any kind or nature that may be

filed against COUNTY and that arose out of the MUNICIPALITY's performance pursuant to the terms of this Agreement.

**8.2 ASSIGNMENT.** Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

**8.3 MATERIALITY AND WAIVER OF BREACH.** Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**8.4 COMPLIANCE WITH LAWS.** MUNICIPALITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**8.5 SEVERANCE.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

**8.6 JOINT PREPARATION.** The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**8.7 PRIORITY OF PROVISIONS.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

**8.8 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the

state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**8.9 AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and MUNICIPALITY.

**8.10 PRIOR AGREEMENTS.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**8.11 INCORPORATION BY REFERENCE.** The attached Exhibit "A" is incorporated into and made a part of this Agreement.

**8.12 EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date upon which the last Party fully executes this Agreement.

**8.13 MULTIPLE ORIGINALS.** Multiple copies of this Agreement may be executed by all Parties, each of which, bearing the original signatures, shall have the force and effect of an original document.

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the Parties have made and executed this Road Transfer Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 20\_\_, and CITY OF FORT LAUDERDALE, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
Al A. DiCalvo (Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

\_\_\_\_\_  
Michael J. Kerr  
Chief Trial Counsel

AAD  
3/18/14; 10/2/14  
FortLauderdale-RoadTransfer(Nw19St-NW9AvTo7Av)\_v2Final-100214

ROAD TRANSFER AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR NW 19<sup>TH</sup> STREET FROM NW 9<sup>TH</sup> AVENUE (POWERLINE ROAD) TO NW 7<sup>TH</sup> AVENUE.

MUNICIPALITY

Attest:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

ATTACH THE FOLLOWING

Your Exhibit "A"  
(LEGAL DESCRIPTION OR SECTION MAPS  
DEEDS AND PLAT DEDICATIONS)