

RESOLUTION 23-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TRANSFERRING CERTAIN ROADS TO THE TOWN OF MICANOPY; AUTHORIZING THE CHAIR TO EXECUTE DOCUMENTS TO TRANSFER THE ROADS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County ("County") owns NE Cholakka Boulevard, also known as NE 1st Street, in the Town of Micanopy, as shown on **Exhibit "A"**, attached hereto and made a part hereof (hereinafter referred to as Cholakka Blvd.); and

WHEREAS, pursuant to §125.38 and §335.0415(3), Florida Statutes, the Town of Micanopy ("Town") has requested that the County transfer Cholakka Blvd., with all maintenance responsibility, to the Town; and

WHEREAS, §125.38 Florida Statutes provides for the transfer of County property to another governmental entity; and

WHEREAS, Section 335.0415(3), Florida Statutes, provides that "Public roads may be transferred between jurisdictions only by mutual agreement of the affected governmental entities"; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida (hereinafter, the "Board") is satisfied that Cholakka Blvd. is not needed for a county purpose; and

WHEREAS, the Board finds and is satisfied that Town shall pay to the County the nominal price of One Dollar (\$1.00) for the conveyance of Cholakka Blvd.; and

WHEREAS, pursuant to §125.38 and §335.0415(3), Florida Statutes, the County shall transfer ownership and maintenance responsibility for Cholakka Blvd. to the Town; and

WHEREAS, pursuant to §270.11, Florida Statutes, the County chooses not to reserve any interest in any phosphate, minerals, metals, and petroleum that are or may be in, on, or under Cholakka Blvd. and hereby releases such interest and its privilege to mine and develop same; and

WHEREAS, upon said transfer of ownership to the Town, Chokolka Blvd., which is functionally classified as a local road or collector road, will cease to be part of the County Road System, and shall become part of the Town Street System as defined in §334.03(3), Florida Statutes; and

WHEREAS, pursuant to the Transfer Agreement attached to as **Exhibit B** and made a part hereof by reference herein, the County shall assign and transfer to the Town, and the Town shall accept and assume complete and total responsibility for, all maintenance obligations and duties for Chokolka Blvd., including, but not limited to, the sidewalks, the roadbed, the right-of-way, and all curbs, culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, viaducts and other drainage appurtenances existing at the time of the transfer, to be constructed in the future, or that are necessary for the operation and maintenance of travel and all ferries used in connection therewith; and

WHEREAS, the Board finds that it is in the best interest of the County to transfer Chokolka Blvd. and all maintenance responsibility to the Town of Micanopy.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. The Board finds, determines, and declares that the recitals in the preamble are true and correct, and hereby incorporates them by reference.
2. The Board approves the Transfer Agreement, attached hereto as **Exhibit "B"**, and authorizes the transfer of the County's interest in Chokolka Blvd. to the Town of Micanopy by County Deed, attached hereto as **Exhibit "C"**, and by reference made a part hereof.
3. The Board authorizes the Chair to sign the Transfer Agreement attached hereto as **Exhibit "B"** and the County Deed attached hereto as **Exhibit "C"** and authorizes the County Manager, or her designee, to sign all documents, approved by the County Attorney, necessary to transfer the County's interest in Chokolka Blvd. to the Town of Micanopy.
4. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this _____ day of _____, A.D., 2023.

**BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA**

(SEAL)

By: _____
Anna Prizzia, Chair

ATTEST:

J. K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

County Attorney's Office

[illegible]

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SHEET 1 OF 2

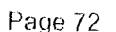


EXHIBIT "B"

TRANSFER AGREEMENT FOR CONVEYANCE OF OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR CHOLOKKA BOULEVARD RIGHT-OF-WAY FROM US HWY 441 TO OCALA STREET

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between ALACHUA COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "COUNTY," and the TOWN OF MICANOPY, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN". Collectively, the COUNTY and TOWN shall be referred to as the "Parties" and individually, as appropriate, a "Party."

WITNESSETH

WHEREAS, the COUNTY acquired the right-of-way for NE Cholakka Boulevard from US HWY 441 to Ocala Street, Micanopy, Florida (hereinafter "Cholakka Blvd.") as shown on the sketch and description attached hereto and incorporated herein as **Exhibit "A"**, by virtue of the Plan of the Town of Micanopy, recorded in Plat Book A, Page 31, of the Public Records of Alachua County, Florida and by FDOT Right-of-Way Map Section 2601, recorded in Road Plat Book I, Page 44, of the Public Records of Alachua County, Florida; and

WHEREAS, the TOWN has made a request to the COUNTY for the transfer of the ownership and all maintenance responsibility for Cholakka Blvd., as more particularly shown and described in Exhibit "A", which is attached hereto and incorporated by reference as if fully set forth herein; and

WHEREAS, Resolution No. 23-____ was adopted by the COUNTY authorizing the conveyance of the ownership and maintenance responsibilities of Cholakka Blvd. from the COUNTY to the TOWN by County Deed, and also authorizing the execution of this Transfer Agreement and a County Deed.

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 COUNTY and the TOWN hereby agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated by reference and made part of this Transfer Agreement as if fully set forth herein.
2. This Transfer Agreement sets forth the terms and conditions by which responsibility for all maintenance of Chokolka Blvd. shall transfer from the COUNTY to the TOWN.
3. The jurisdictional and maintenance responsibilities for Chokolka Blvd. will transfer to the TOWN, as provided in this Transfer Agreement, on the first date on which both of the following conditions precedent have occurred: (i) the COUNTY has recorded in the public records in and for Alachua County, Florida, a County Deed conveying title of Chokolka Blvd. to the TOWN; and (ii) this Transfer Agreement has been executed by both Parties.
4. The COUNTY hereby transfers, assigns, conveys and gives to the TOWN all of its rights, interests, duties, obligations and responsibilities for the maintenance of Chokolka Blvd. and all improvements therein, including but not limited to, the sidewalks, the roadbed, the right- of-way, and all curbs, culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls and other drainage appurtenances existing at the time of the transfer, to be constructed in the future, or that are necessary for the operation and maintenance of the road right-of-way, travel and all ferries used in connection therewith.
5. The TOWN accepts and assumes ownership and all rights, interests, duties, obligations and responsibilities for the maintenance of Chokolka Blvd. and all improvements therein, including, but not limited to, the sidewalks, the roadbed, the right-of-way, and all curbs, culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls and other drainage appurtenances existing at the time of the transfer, to be constructed in the future, or that are necessary for the operation and maintenance of the road right-of-way, travel and all ferries used in connection therewith.
6. All obligations of the COUNTY, under any maintenance, utility, or other such agreement relating to Chokolka Blvd., shall be automatically transferred upon the Effective Date of this Transfer Agreement, from the COUNTY, and accepted and assumed by the TOWN, at the same time and in the same manner as the jurisdictional responsibility set forth herein.
7. This Transfer Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those

contained herein, and this Transfer Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

8. Any notice or other communication required herein shall be in writing and addressed as shown below. Such documents must be: (a) hand delivered; (b) sent by registered or certified mail (postage prepaid), return receipt requested; or (c) sent by a commercial courier service. The documents shall be deemed to have been delivered when personally delivered, or when delivered by the U.S. Postal Service or a commercial courier service, as shown by the return receipt. For the present, the COUNTY and TOWN designate the following as the appropriate people and places for the delivery of notice pursuant to this Transfer Agreement:

Alachua County, Florida
Public Works Director 5620 NW 120th Lane
Gainesville, FL 32653
Telephone (352) 374-5245

Town of Micanopy
Town Administrator/Clerk
706 NE Chulokka Boulevard
Micanopy, FL 32667
(352) 466-3121

A Party may change its designated representative or the address for that representative by providing written notice to the other Party in the manner described above.

9. Each Party is an independent governmental entity and is not an agent of the other Party. Nothing contained in this Transfer Agreement shall be construed to create any fiduciary relationship between the Parties, during or after the performance of this Transfer 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.
10. 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.
11. If any part of this Transfer 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 Transfer Agreement shall remain

in full force and effect, provided that the part of this Transfer Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Transfer Agreement.

12. This Transfer Agreement shall be governed by and construed according to the laws of the State of Florida. Sole and exclusive venue for any legal actions concerning the application, interpretation, or enforcement of this Transfer Agreement shall lie exclusively in the state and federal courts in and for Alachua County, Florida. In any such action, the Parties shall pay their respective costs and fees, including fees for attorneys and expert witnesses, without regard to whether a Party is the prevailing Party or not. Nothing contained herein shall constitute a waiver by COUNTY or the TOWN of its sovereign immunity or the provisions of §768.28, Florida Statutes.
13. The following rules shall govern the interpretation and construction of this Transfer Agreement:
 - (a) Words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, unless the context clearly indicates otherwise.
 - (b) Use of the masculine gender includes the feminine gender.
 - (c) The word "shall" is always mandatory and "may" is always discretionary.
 - (d) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items shall be regarded as illustrative and shall not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
 - (e) The word "herein" shall mean within this Transfer Agreement.
 - (f) All of the citations to the Florida Statutes refer to Florida Statutes (2021).
 - (g) The Parties are represented by counsel, and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Transfer Agreement.
14. This Transfer Agreement shall become effective on the day that it is first executed by both Parties (the "Effective Date").

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

ALACHUA COUNTY, FLORIDA

By: _____
Anna Prizzia, Chair
Board of County Commissioners
Date: _____

ATTEST

Approved as to form:

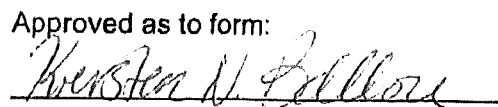
J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

TOWN OF MICANOPY, FLORIDA

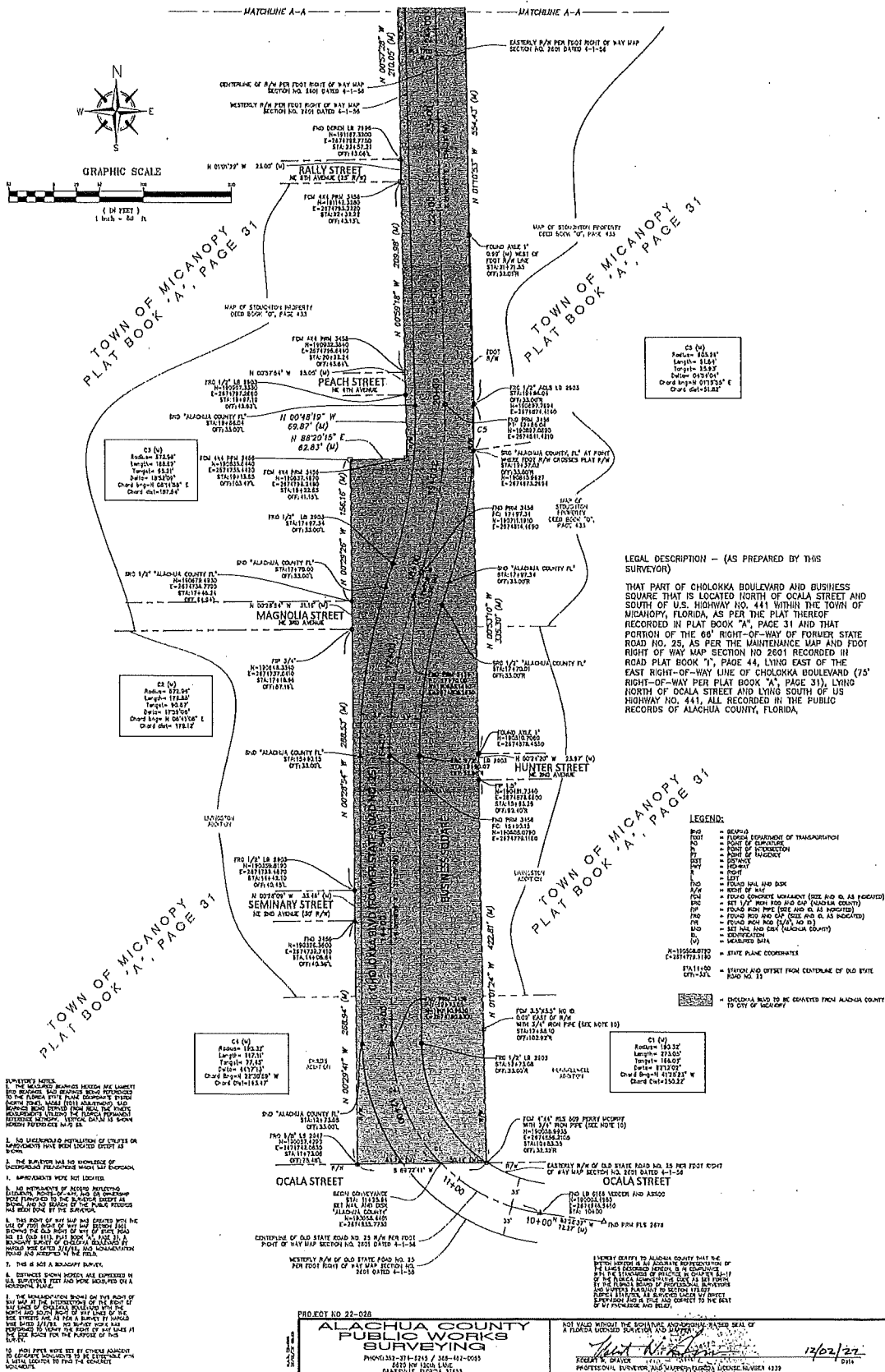
By: _____
Title: Mayor
Date: 6/13/23

ATTEST:


Approved as to form:


RECORDED IN 071214, SECOND
INSTRUMENT 1 142-473 3 P.111
January 27, 2023 08 58 42 AM
13 ALL THE 1/23/23
ALONG (2477, 1/23/23)

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This instrument prepared by:
Alachua County
Public Works Department
5620 NW 120 Lane
Gainesville, FL 32653

EXHIBIT "C"

COUNTY DEED

THIS DEED, made this ____ day of _____, 2023, by **ALACHUA COUNTY, FLORIDA**, a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, whose mailing address is c/o Alachua County Public Works Department, 5620 NW 120 Lane, Gainesville, Florida 32653, as Grantor, and the **TOWN OF MICANOPY**, a Florida municipal corporation, whose mailing address is P.O. Box 137, Micanopy, FL 32667-0137, as Grantee;

WITNESSETH:

That Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its heirs and assigns forever, with all maintenance responsibility, the following described land lying and being in Alachua County, Florida, to wit:

A parcel of land more particularly described in **Exhibit "A"**, as attached hereto and by reference made a part hereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Anna Prizzia, Chair

J. K. "Jess" Irby, Esq.
Clerk of Court

APPROVED AS TO FORM

County Attorney

RECEIVED IN OFFICIAL MESSAGE
JANUARY 2, 1972 BY 22 46 AM
FROM: [illegible]
SUBJECT: [illegible]
[illegible]

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