

**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 Chokolka 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: Mayer
Date: 6/13/23

ATTEST:
Sara S. [Signature]

Approved as to form:
Kersten H. Bellora