

RESOLUTION NO. 2023-04

A RESOLUTION OF THE TOWN OF MICANOPY, FLORIDA, AUTHORIZING THE TOWN COMMISSION TO ENTER INTO A TRANSFER AGREEMENT FOR CONVEYANCE OF OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR CHOLOKKA BOULEVARD RIGHT-OF-WAY FROM USW HWY 441 TO OCALA STREET; AUTHORIZING THE TOWN MAYOR TO EXECUTE DOCUMENTS TO EFFECTUATE SAME; REPEALING ANY AND ALL RESOLUTIONS IN CONFLICT; 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") has agreed that Cholakka Blvd. is not needed for a county purpose; and

WHEREAS, the Board has agreed that the 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 has agreed to transfer ownership and maintenance responsibility for Cholakka Blvd. to the Town; and

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

WHEREAS, upon said transfer of ownership to the Town, Cholakka 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 Cholakka 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 Town Commission of the Town has determined that it is in the Town's best interest that the County transfer Cholakka Blvd. and all maintenance responsibility to the Town and that the Town accept same as outlined in **Exhibit B**.

NOW THEREFORE BE IT RESOLVED by the Town Commission of the Town of Micanopy, Florida as follows:

Section 1. All the above recitals are true and hereby are adopted by the Town and incorporated by reference.

Section 2. The Town hereby approves the Transfer Agreement, attached hereto as **Exhibit B** (and by reference made a part hereof) and authorizes the Town Mayor, or their designee, to execute same.

Section 3. The Town is authorized to accept the transfer of the County's interest in Cholakka Blvd to the Town, via the County Deed attached hereto as Exhibit C, and by reference made a part hereof.

Section 4. The Town Commission authorizes the Town Mayor, or their designee, to sign all documents, approved by the Town Attorney, necessary to accept the transfer of the County's interest in Cholakka Blvd. to the Town.

Section 5. This Resolution shall take effect immediately upon adoption.

ADOPTED, by an affirmative vote of a majority of a quorum present of the Town Commission of the Town of Micanopy, Florida, at a regular meeting, this ____ day of May, 2023.

**BY THE MAYOR OF THE TOWN OF
MICANOPY, FLORIDA:**

A handwritten signature in black ink, appearing to read 'Jiana Williams', written over a horizontal line.

Honorable Jiana Williams, Mayor

Attest, By the Town Administrator
of the Town Commission of the
of the Town of Micanopy, Florida:

A handwritten signature in black ink, appearing to read 'Sara Owen', written over a horizontal line.
Sara Owen, Town Administrator

Approved as to Form and Legality:

A handwritten signature in blue ink, appearing to read 'Kiersten N. Ballou', written over a horizontal line.
Kiersten N. Ballou, Town Attorney

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

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

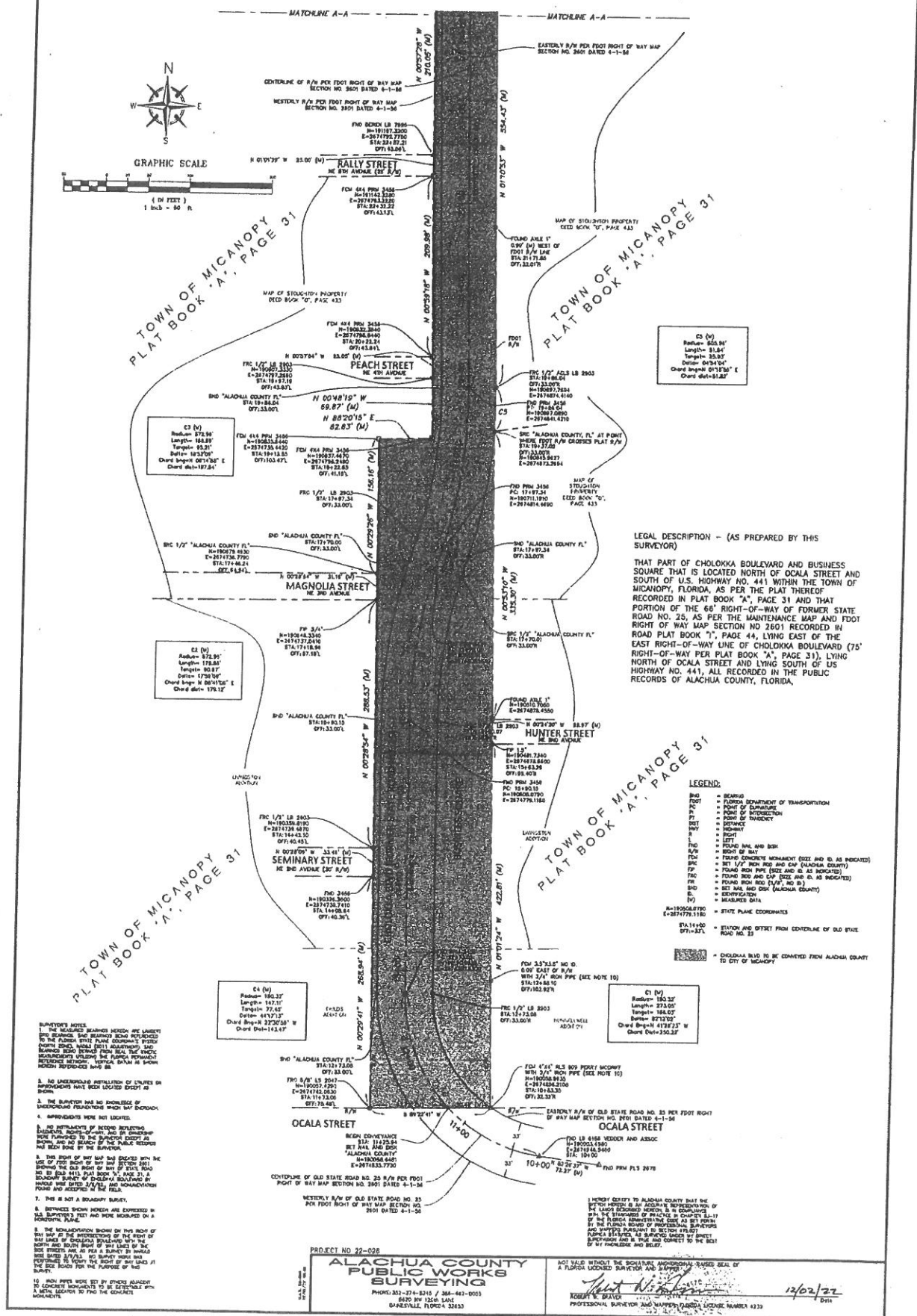
J. K. "Jess" Irby, Esq.
Clerk of Court

APPROVED AS TO FORM

County Attorney

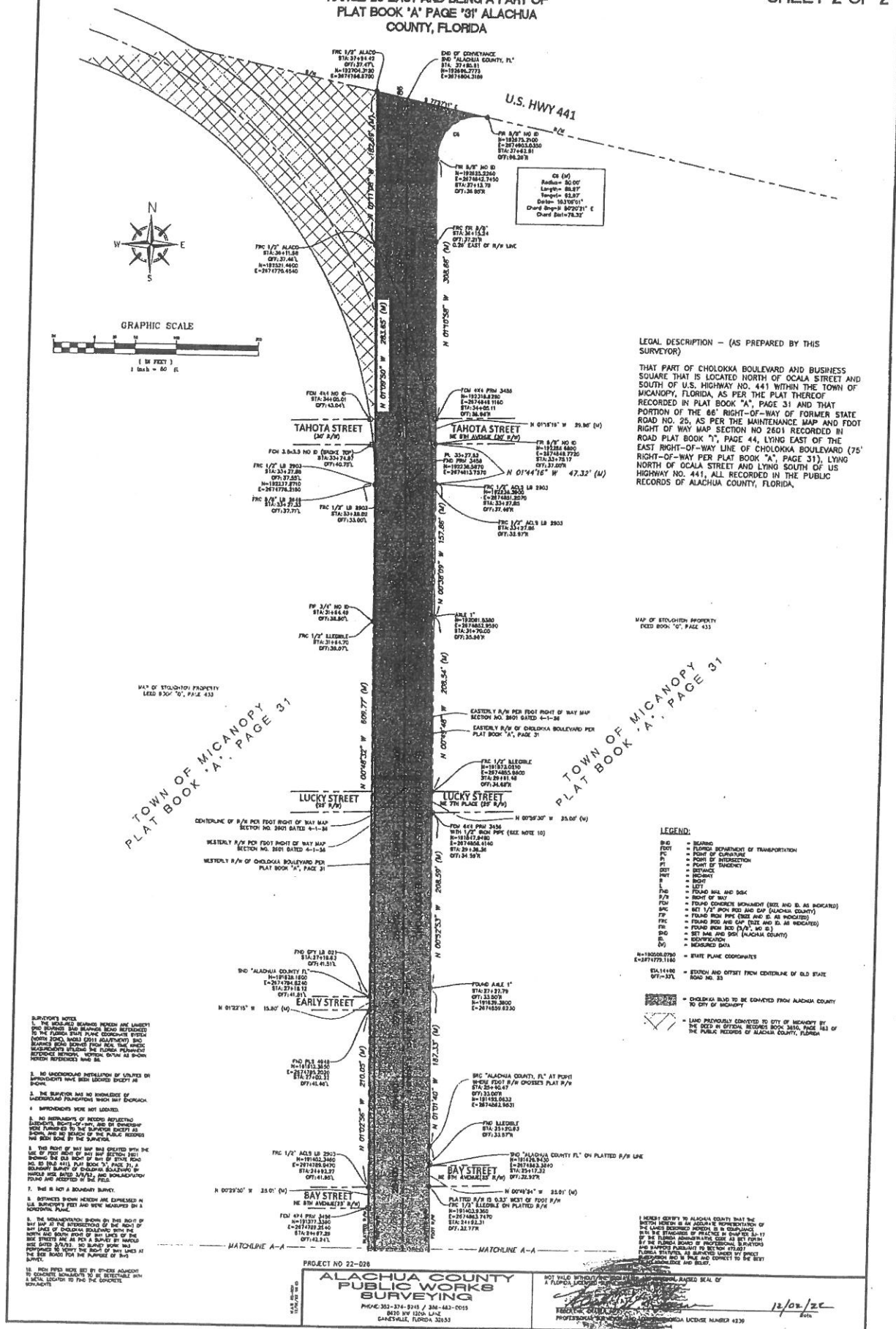
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BOOK 38 PAGE 91
SHEET 1 OF 2



RIGHT OF WAY MAP OF CHOLOKKA
BOULEVARD IN THE TOWN OF MICANOPY
LYING IN SECTION 28, TOWNSHIP 11 SOUTH,
RANGE 20 EAST AND BEING A PART OF
PLAT BOOK 'A' PAGE '31' ALACHUA
COUNTY, FLORIDA

BOOK 38 PAGE 92
SHEET 2 OF 2



**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 Cholakka Blvd. shall transfer from the COUNTY to the TOWN.
3. The jurisdictional and maintenance responsibilities for Cholakka 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 Cholakka 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 Cholakka 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 Cholakka 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 Cholakka 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: MAYOR
Date: 6/13/23

ATTEST:

Sara S. C.

Approved as to form:

Kersten N. Bellon