

ROAD TRANSFER INTERLOCAL AGREEMENT
BETWEEN CITY OF FORT MYERS AND LEE COUNTY
(PLANTATION GARDEN DRIVE EXTENSION)

THIS INTERLOCAL AGREEMENT is made and entered into this 19 day of February 2019 by and between the LEE COUNTY, a political subdivision of the State of Florida, (hereinafter referred to "COUNTY") and the CITY OF FORT MYERS, a Florida Municipal Corporation (hereinafter referred to as "CITY").

WHEREAS, Lee County possesses Home Rule powers as a charter county pursuant to Article VIII, Section 1(g), Florida Constitution, and Section 125.01, Florida Statutes; and,

WHEREAS, the Board of County Commissioners ("Board") is the governing body in and for Lee County; and,

WHEREAS, the City Council is the governing body in and for the City of Fort Myers, and the Board of County Commissioners is the governing body in and for Lee County; and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provide for interlocal agreements between local governments on matters of mutual interest; and,

WHEREAS, CITY and COUNTY recognize the benefit of construction of the road improvement known as Plantation Garden Drive Extension, more specifically depicted in Exhibit A attached hereto and incorporated herein and hereinafter referred to as "Plantation Garden Drive Extension;" and,

WHEREAS, the extension of Plantation Garden Drive is located within the jurisdiction of the City of Fort Myers and Lee County; and,

WHEREAS, approximately 400 feet of the Plantation Garden Drive Extension is located within unincorporated Lee County and is currently owned by WCI Communities, LLC ("WCI") and hereinafter referred to as ("County Extension Parcel") and more specifically depicted in Exhibit B; and,

WHEREAS, approximately 7,000 feet of the Plantation Garden Drive extension is located within CITY and is currently owned by WCI Communities, LLC ("WCI") and hereinafter referred to as ("City Extension Parcel") and more specifically depicted in Exhibit C; and,

WHEREAS, COUNTY agrees that CITY will construct, maintain, repair and operate Plantation Garden Drive Extension, including the County Extension Parcel; and,

WHEREAS, WCI is willing to dedicate and convey its portion of the Plantation Garden Drive Extension including the County Extension Parcel located within Lee County in return impact fee credits from the COUNTY and the CITY; and,

WHEREAS, WCI may request impact fee credits in accordance with each jurisdiction's regulations; and,

WHEREAS, impact fee credits issued may be used within the jurisdiction granting the impact fee credits in accordance with each jurisdiction's regulations; and,

WHEREAS, Section 335.0415, Florida Statutes, authorizes the transfer of public roads between jurisdictions only by mutual agreement of the affected governmental entities; and,

WHEREAS, the COUNTY and the CITY agree that entering into this Agreement serves a public purpose; and,

NOW, THEREFORE in consideration of the foregoing and the mutual covenants contained herein the CITY and COUNTY do hereby agree as follows:

Section 1. Recitals.

The foregoing recitals are incorporated herein by reference and are true and correct and are incorporated herein.

Section 2. Purpose.

The CITY and COUNTY desire to enter into an Agreement regarding the transfer of County Extension Parcel to CITY which will be responsible for the design, installation, cost, construction, and maintenance of Plantation Garden Drive extension pursuant to the attached exhibits. This Agreement defines the terms and responsibilities between the CITY and the COUNTY, along with impact fee credits for certain parcels.

Section 3. Condition Precedent.

A condition precedent to this Agreement is that WCI prepare and deliver deeds to the CITY for the City Extension Parcel and to the COUNTY for the County Extension Parcel in a form acceptable to the City of Fort Myers and the County.

Section 4. Transfer, Ownership, Jurisdiction.

Pursuant to §335.0415, Florida Statutes, the County hereby transfers over to the City for purposes of City ownership, jurisdiction, permitting, operation and maintenance, all of the County Extension Parcel as described in the attached Exhibit "B," in perpetuity. As provided herein, the County Extension Parcel includes the entirety of the associated county-owned right-of-way along with any appurtenances, including but not limited to, traffic signals, signage, guardrails, landscaping, roadside swales, bridges, roundabouts, or railroad crossings constructed on the Property.

As a result of the transfer of the County Extension Parcel to the City, the City shall assume forever, all jurisdictional, operational, Right of Way permitting, maintenance responsibilities and attendant liabilities for the County Extension Parcel as of the Effective Date of this Agreement.

Section 5. Design, Permitting and Construction of Road.

CITY is solely responsible for the design, construction, and operation of Plantation Garden Drive Extension.

Section 6. Impact Fee Credits.

CITY and COUNTY agree that upon conveyance of the right of way the County and City will issue impact fee credits for the right of way in accordance with each jurisdiction's regulations. Impact fee credits may be used only within the jurisdiction that created the Credits.

Section 7. State of Florida.

This Agreement is governed the laws of the State of Florida.

Section 8. Notices.

Any notice will be in writing addressed to the appropriate party at the address immediately below and given personally by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Notices to COUNTY: County Manager
 Lee County
 P. O. Box 398
 Fort Myers, FL 33902-0398

With a copy to
COUNTY ATTORNEY: County Attorney
 Lee County
 P. O. Box 398
 Fort Myers, FL 33902-0398

Notices to CITY: City Manager
 City Hall
 2200 Second Street
 Fort Myers, FL 33901

With a copy to
CITY attorney: City Attorney
 City Hall
 2200 Second Street
 Fort Myers, FL 33901

Section 9. Severability.

There is no severability as to any provision or part of this Agreement.

Section 10. Total Agreement.

This Agreement consists of the entire agreement between the CITY and the COUNTY and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by written instrument executed by the County and the City.

Section 11. Effective Date.

The effective date is the date of approval by the City.

Section 12. Indemnification.

The PARTIES agree that by execution of this Agreement. No party shall be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided for in Section 768.28, Florida Statutes.

Section 13. Amendment.

This Agreement may only be amended in writing duly executed by the COUNTY and CITY.

IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed by their duly authorized officers and their official seals affixed hereto, on the day and year as first written above.

ATTEST:
Linda Doggett, Clerk

LEE COUNTY, FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

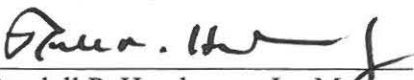
By: _____
Deputy Clerk

By: _____
Larry Kiker, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

Office of County Attorney

CITY OF FORT MYERS
A Municipal Corporation

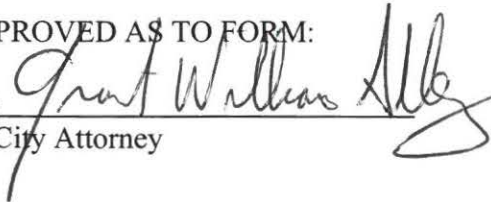
By: 
Randall P. Henderson, Jr., Mayor

Date: 2/27/19

By: 
Saeed Kazemi, P.E., City Manager

Date: 2/27/19

APPROVED AS TO FORM:

By:  2/20/2019
City Attorney

ATTEST:

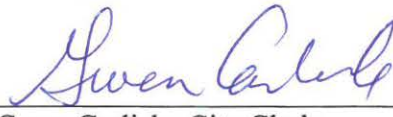
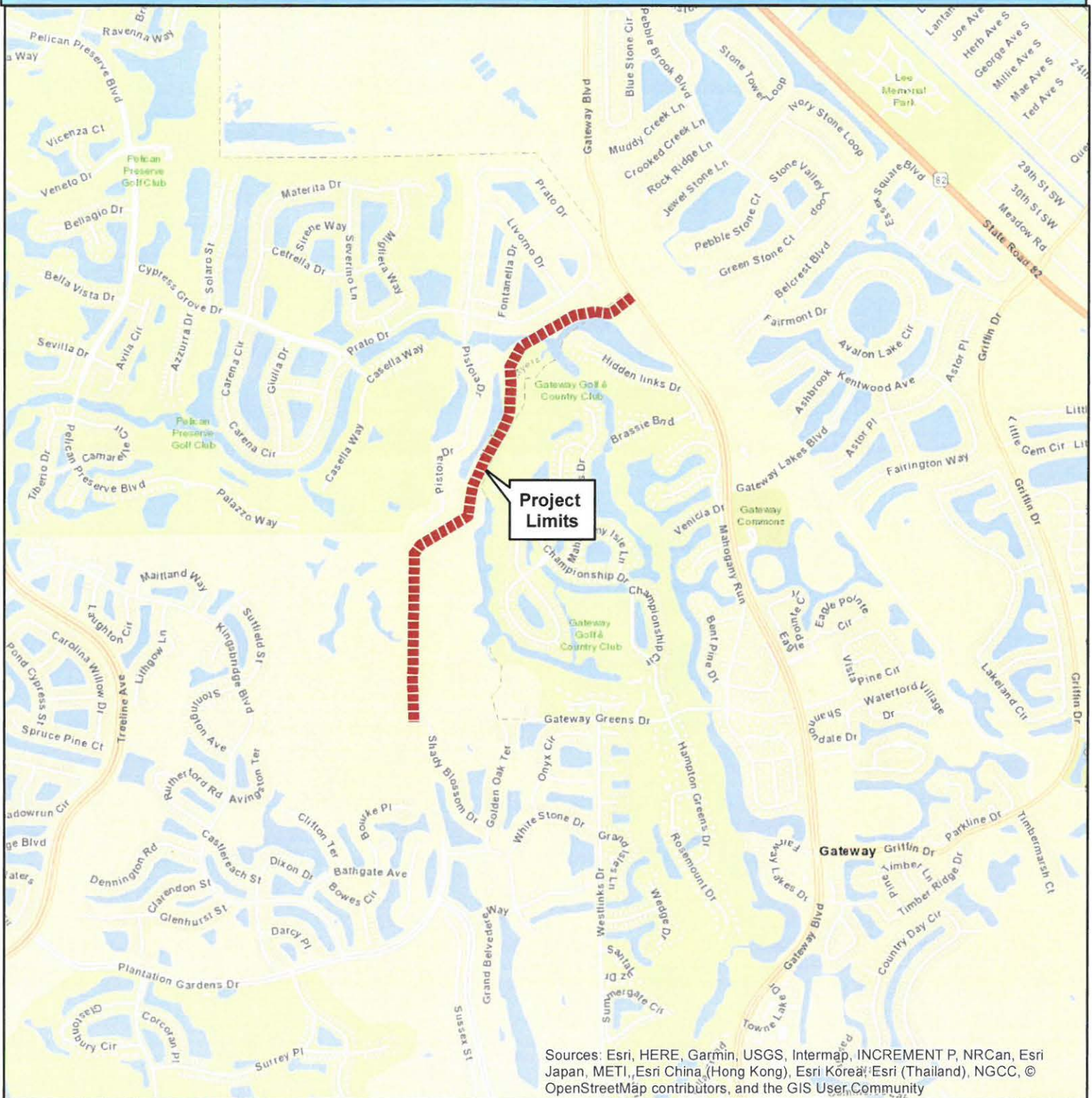

Gwen Carlisle, City Clerk





Exhibit: A Plantation Garden Extension



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Source: City of Fort Myers

Map for reference only and is not a Survey. The City of Fort Myers makes no claims or guarantees about the accuracy or currency of the information contained on this map, and expressly disclaims liability for errors and omissions.



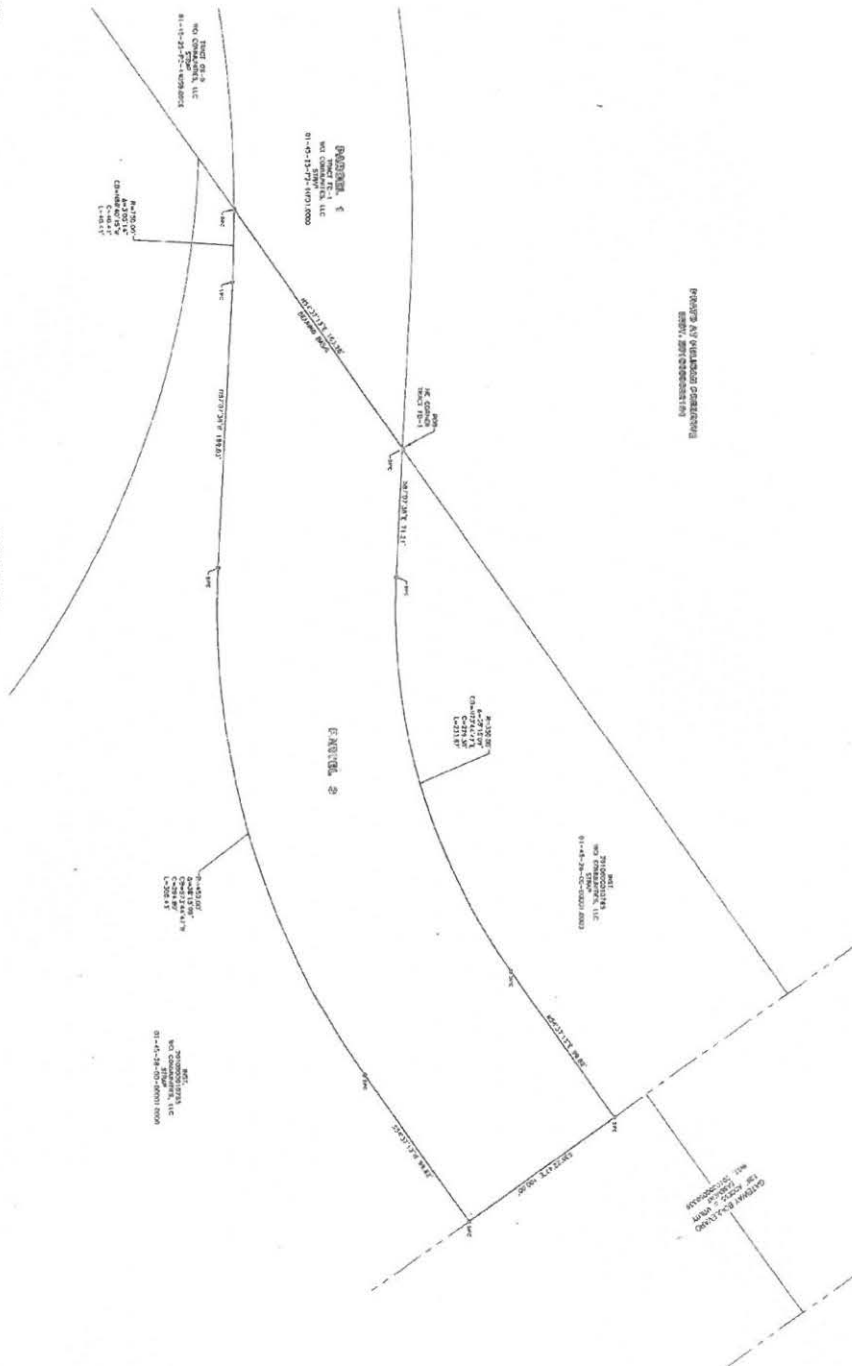
NOT TO SCALE

Date: 2/11/2019

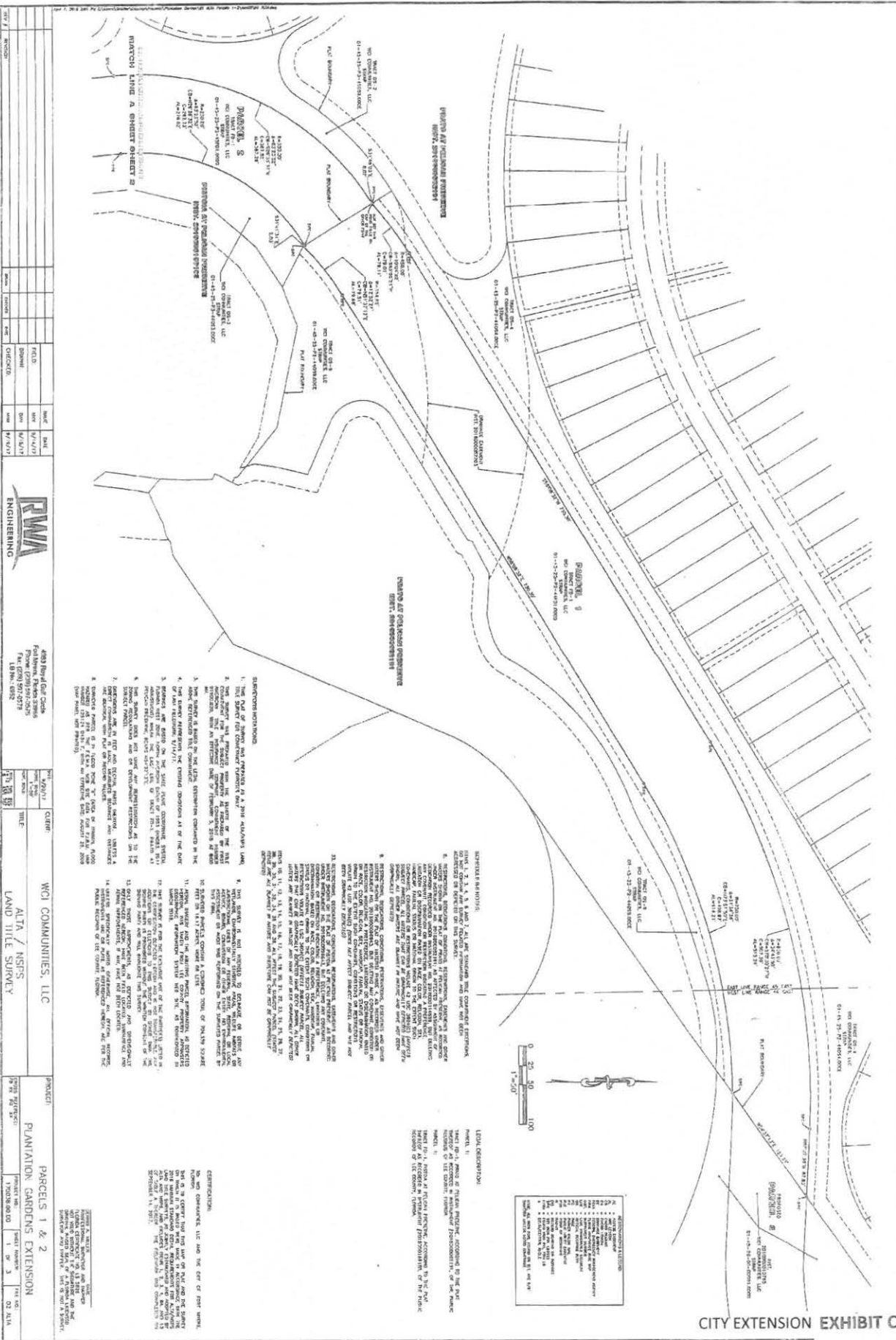
Author: AndersonD

Q:\Green Sheet Maps\Plantation ExhibitA.mxd

PROPOSED PLANTATION GARDENS EXTENSION
SHEET 001 OF 001 (2023-01-10)



DATE	BY	FOR
2023-01-10	J. L. Smith	WCI Communities, LLC
2023-01-10	J. L. Smith	ALTA / NSPS
2023-01-10	J. L. Smith	LAND TITLE SURVEY



CITY EXTENSION EXHIBIT C.1.



