

**Prepared by:**

Lonnie N. Groot, Esquire  
Stenstrom, McIntosh, Colbert & Whigham, P.A.  
300 International Parkway, Suite 100  
Lake Mary, Florida 32746 (407) 322-2171

**Return to:**

Traci Houchin, MMC, FCRM  
City Clerk  
Post Office Box 1788  
Sanford, Florida 32772-1788  
Phone: (407) 688-5012

**Seminole County and City Of Sanford Intergovernmental Road Transfer Agreement Relating To A Portion Of Skyway Drive (Beardall Avenue)**

**This Intergovernmental Road Transfer Agreement** is made and entered into, on this 12<sup>th</sup> day of May, 2025 by and between the City Of Sanford, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771 (hereinafter referred to as the "City"), and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, (hereinafter referred to as the "County").

**Whereas**, the County and the City desire to cooperate, as in the past, to coordinate providing quality transportation facilities in order to enhance the quality of life of the residents of the County and the City; and

**Whereas**, jurisdictional transfers of public roads are governed by the provisions of Section 335.0415, *Florida Statutes*; and

**Whereas**, the subject of this Intergovernmental Road Transfer Agreement is that northern dead end portion of Skyway Drive, north of Marquette Avenue (hereinafter referred to as "Skyway Drive"), as generally depicted on the location map attached hereto as Exhibit "A"; and

**Whereas**, Skyway Drive is presently an improved roadway and right-of-way, portions of which lie within both County jurisdiction and City jurisdiction, and which abuts parcels annexed into the City of Sanford; and

**Whereas**, the purpose of this Intergovernmental Road Transfer Agreement is to transfer all jurisdiction, rights, and responsibilities—including but not limited to operation and maintenance—associated with the portion of Skyway Drive depicted in Exhibit “A,” in accordance with Sections 335.0415 and 337.29, *Florida Statutes*, to the City of Sanford; and

**Whereas**, this Intergovernmental Road Transfer Agreement serves a public purpose, provides a public benefit, and is consistent with the provisions of the Chapters 125, 163 and 166, *Florida Statutes*, the *Florida Transportation Code*, the *Charter of the City of Sanford*, the *Seminole County Home Rule Charter*, the comprehensive plans of both parties, and other applicable law; and further, this Agreement shall serve as the right-of-way map for recording in the public land records.

**Now, Therefore**, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the City to the County, the receipt whereof is hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this Intergovernmental Agreement upon which the parties have relied.

**Section 2. Intergovernmental Transfer Of Skyway Drive.**

(a). The County hereby transfers, remises, releases and quit-claims unto the City, forever, all the jurisdictional authority and obligations relating thereto, right, title, interest, claim and demand which the County has in and to the following described portion of

Skyway Drive located Seminole, State of Florida, to-wit:

Skyway Drive (Beardall Avenue) north of Marquette Avenue and generally south of Moore's Station Road as depicted in Exhibit "A", the general map of the location.

(b). This transfer is made in accordance with Sections 335.0415 and 337.29, ~~Florida Statutes. and shall be effectuated upon the recording of a deed or right of way map in the public lands records of Seminole County.~~

(c). The City accepts the transfer of Skyway Drive as contemplated by this Agreement, and agrees that, upon acceptance of the transfer, it shall assume full responsibility for the roadway, including all associated rights and any liability arising out of or related to its ownership, operation, or maintenance

(d). The County makes no representations or warranties, express or implied, regarding the condition of the road or associated infrastructure. The City accepts the roadway "as-is."

### **Section 3. Binding Effect.**

This Intergovernmental Road Transfer Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

### **Section 4. Assignment.**

This Intergovernmental Road Transfer Agreement shall not be assigned by either party without the prior written approval of the other.

## **Section 5. Insurance And Indemnification.**

(a). The parties shall maintain their respective insurance programs and policies in effect during the term of this Intergovernmental Road Transfer Agreement.

(b). The County and City are each political subdivisions of the State of Florida and are subject to the limitations of liability set forth in Section 768.28, *Florida Statutes*. Accordingly, each party shall be solely responsible for its own negligent acts or omissions and those of its officers, employees, or agents, when acting within their scope of their employment or agency, and shall not be liable for the acts or omissions of the other party arising out of or resulting from the performance required under this Intergovernmental Road Transfer Agreement.

(c). In accordance with Section 725.06, *Florida Statutes*, to the extent that it may be applicable, adequate consideration has been provided, if necessary, for the undertaking of this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(d). Nothing herein shall be deemed to affect the rights, privileges, and immunities of either party as set forth in Section 768.28, *Florida Statutes*, or as consent by either party to be sued by third parties. The employees of each party shall not be deemed to be the employees of the other party.

## **Section 6. Records And Audits.**

The parties shall maintain in their places of business any and all books, documents, papers and other evidence pertaining to work performed under this Intergovernmental Road Transfer Agreement. Such records shall be available at the parties' places of business at all reasonable times during the term of this Intergovernmental Road Transfer Agreement and for so long as such records are maintained thereafter. Records shall be maintained in

accordance with State law and generally accepted accounting and auditing principles.

#### **Section 7. Notices.**

(a). For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the County: Darren Gray  
County Manager Seminole County  
1101 East First Street  
Sanford, Florida 32771

For the City: Norton N. Bonaparte, Jr., ICMA-CM  
City Manager City of Sanford  
300 North Park Avenue  
Sanford, Florida 32771

(b). Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. All notices shall be effective upon receipt.

#### **Section 8. Standards Of Conduct/Public Records.**

(a). The parties shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Intergovernmental Road Transfer Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(b). The parties reserve the right to unilaterally terminate this Intergovernmental Road Transfer Agreement if the other party refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, *Florida Statutes*, and other applicable law, and made or received by the party in conjunction, in any way, with this Intergovernmental Road Transfer Agreement. The City and the County shall allow public access to all public record documents, papers, letters or other materials that have been made or received by the City and the County in conjunction with this Intergovernmental Road Transfer Agreement.

(c). The parties shall not engage in any action that would create a conflict of interest or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

**Section 9. Controlling Laws/Venue/Interpretation.**

(a). This Intergovernmental Road Transfer Agreement is to be governed by the laws of the State of Florida.

(b). Venue for any legal proceeding related to this Intergovernmental Road Transfer Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c). This Intergovernmental Road Transfer Agreement is the result of bona fide arms length negotiations between the County and the City and all parties have contributed substantially and materially to the preparation of this Intergovernmental Road Transfer Agreement. Accordingly, this Intergovernmental Road Transfer Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

(d). In performing under this Intergovernmental Road Transfer Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Intergovernmental Road Transfer Agreement, and shall entitle the non-violating party to terminate this Intergovernmental Road Transfer Agreement immediately upon delivery of written notice of termination to the violating party.

**Section 10. Waiver.**

The failure of a party to insist in any instance upon the strict performance of any provision of this Intergovernmental Road Transfer Agreement or to exercise any right or privilege granted to the party hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**Section 11. Severability.**

Each provision of this Intergovernmental Road Transfer Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Intergovernmental Road Transfer Agreement.

**Section 12. Entire Intergovernmental Road Transfer Agreement /Integration.**

This Intergovernmental Road Transfer Agreement constitutes the complete and entire agreement between the County and the City with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein.

**Section 13. Headings.**

All sections and description headings in this Intergovernmental Road Transfer Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Intergovernmental Road Transfer Agreement.

**Section 14. Counterparts.**

This Intergovernmental Road Transfer Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**Section 15. Modification.**

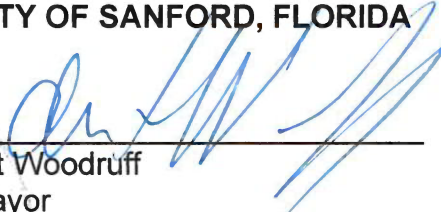
This Intergovernmental Road Transfer Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith. Notwithstanding the foregoing, the parties may enter into subsequent memoranda of understanding or supplemental agreements consistent with the terms and intent of this Agreement, which shall also be in writing and executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Intergovernmental Road Transfer Agreement for the purposes herein stated on the date first above written.

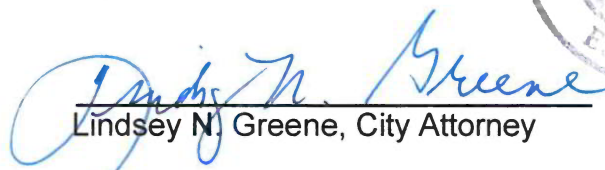
**ATTEST:**

**CITY OF SANFORD, FLORIDA**

  
Traci Houchin, MMC, FCRM  
City Clerk

  
Art Woodruff  
Mayor

Approved As To Form And Legality:

  
Lindsey N. Greene, City Attorney

**ATTEST:**

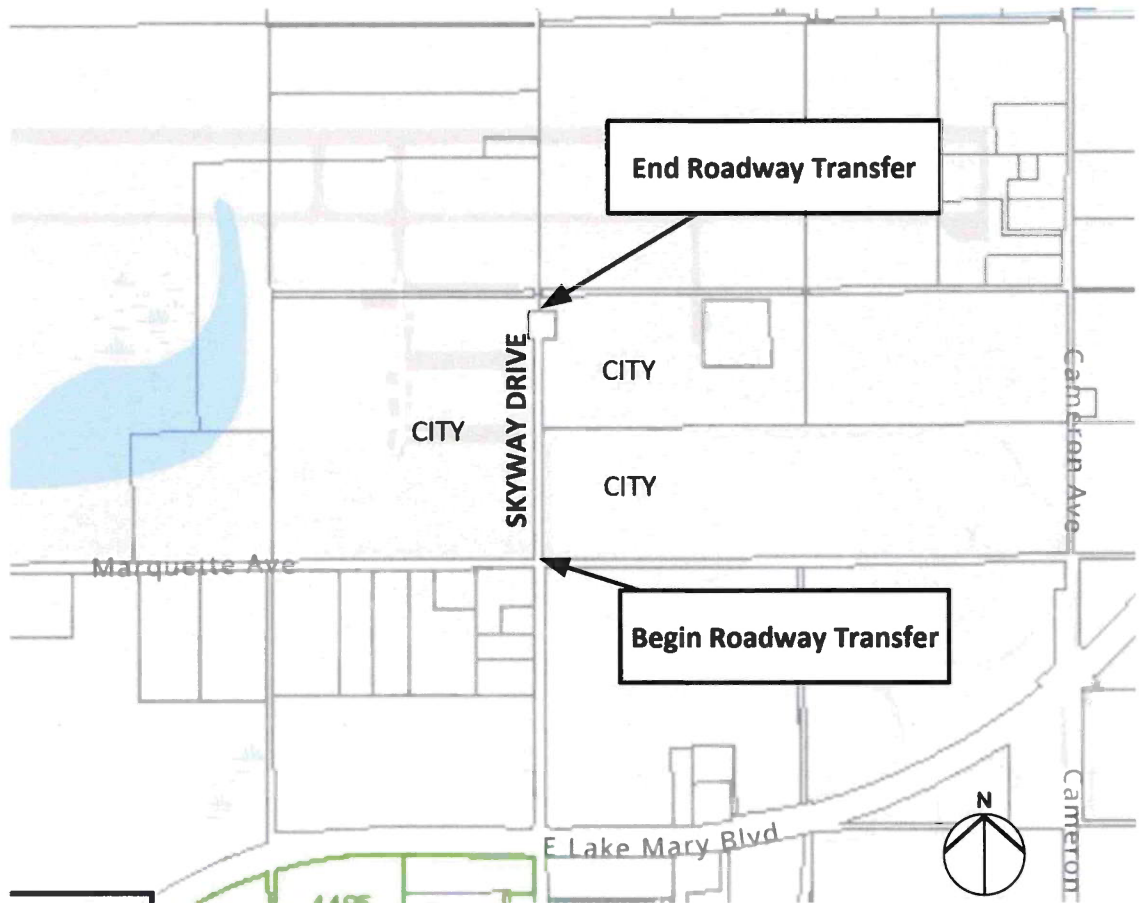
**SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
Grant Maloy  
Clerk of Circuit Court  
Approved As To Form  
And Legality:

\_\_\_\_\_  
Jay Zembower, Chairperson  
Board of County Commissioners of  
Seminole County, Florida.

\_\_\_\_\_  
Kate Latorre, County Attorney

# EXHIBIT'A'



**GENRAL MAP OF  
LOCATION**