

**ROADWAY TRANSFER AGREEMENT**  
between  
**FLORIDA DEPARTMENT OF TRANSPORTATION AND PASCO COUNTY**  
concerning  
**STATE ROAD 54A/BLACK LAKE ROAD**  
**FROM STATE ROAD 54 WESTERN CONNECTION**  
**TO STATE ROAD 54A/BLACK LAKE ROAD CUL-DE-SAC AND STATE ROAD 54**  
**EASTERN CONNECTION**

**THIS AGREEMENT**, made and entered into this date \_\_\_\_\_, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida (“FDOT”), and **PASCO COUNTY**, a political subdivision of the State of Florida (“County”).

**WITNESSETH**

**WHEREAS**, FDOT owns and maintains State Road 54A/Black Lake Road in western Pasco County, as depicted in “Exhibit A,” and requests removing State Road 54A/Black Lake Road from the State Highway System and its transfer to Pasco County (“Roadway Transfer”); and

**WHEREAS**, this Roadway Transfer is mutually agreed upon between FDOT and the County, in accordance with Section 335.0415, Florida Statutes;

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** 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, FDOT and the County agree as set forth below:

**TERMS AND CONDITIONS**

1. This Agreement sets forth the terms and conditions under which FDOT and the County will abide. The commencement of new jurisdictional and maintenance responsibilities is the date of execution of the Roadway Transfer Form by FDOT Secretary.
  - a. The COUNTY accepts all responsibility of State Road 54A/Black Lake Road from State Road 54 western connection to State Road 54A/Black Lake Road cul-de-sac and State Road 54 eastern connection right-of-way for operation and maintenance of the roadway, including bridges. In addition to the existing roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right-of-way, which may be subject to perpetual drainage easements in FDOT’s favor, at the time of transfer. The County shall be responsible for maintenance of all public sidewalks, bike paths, and other public ways in the right-of-way.
  - b. The right-of-way map for State Road 54A/Black Lake Road are attached as “Exhibit B,” and will be recorded by the County, together with any existing deeds, in the Official Records of Pasco County, upon receipt of the Roadway Transfer Form from FDOT.

- c. Obligation of any funds to be transferred to the County must be in accordance with Section 339.135(6)(a), Florida Statutes.
  - d. Disposition of any telemetered traffic monitoring site will be determined on an individual basis. The Traffic Data Section of FDOT's Transportation Data and Analytics Office in cooperation with the FDOT's District Seven Office will determine if polling the site is still desirable even if the traffic data are no longer needed for State Highway System reporting.
  - e. If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the County agrees not to adversely affect any such resources if found after the transfer.
  - f. FDOT agrees to mill and resurface State Road 54A/Black Lake Road from State Road 54 western connection to State Road 54A/Black Lake Road Cul-De-Sac and State Road 54 eastern connection after the execution of this agreement. The resurfacing will be added to the SR 54 from East of Gunn Hwy to East of Crossing Boulevard, SR 54a Black Lake Road resurfacing project (447953-1) that has been tentatively programmed for construction in FY 2025. The relevant page of the State Transportation Improvement Program is included as "Exhibit C."
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
  3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
  4. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
  5. The parties may be reached by means of the following contacts:

**Pasco County**

Michael Carballa  
 County Administrator  
 Pasco County  
 8731 Citizens Drive, Suite 350  
 New Port Richey, FL 34654  
[mcarballa@pascocountyfl.net](mailto:mcarballa@pascocountyfl.net)

**Florida Department of Transportation**

Justin Hall  
 Planning and Environmental Administrator  
 11201 N McKinley Drive  
 Tampa FL 33612-6456  
 (813) 975-6427  
[Justin.Hall@dot.state.fl.us](mailto:Justin.Hall@dot.state.fl.us)

6. Neither party is an agent or affiliate of the other party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties,

during or after the performance of this 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.

7. 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.
8. If any part of this 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 Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, by and through their respective duly authorized representatives, have caused these presents to be executed, the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS  
PASCO COUNTY, FLORIDA**

By: 

Name: Kathryn Starkey

Title: Chairman

**FLORIDA DEPARTMENT OF  
TRANSPORTATION**

By: \_\_\_\_\_

Name: David Gwynn, P.E.

Title: District 7 Secretary



By: 

Name: Nikki Alvarez-Sowles, Esq.

Title: Pasco County Clerk & Comptroller

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED  
IN SESSION**

**OCT 25 2022**

**PASCO COUNTY  
BCC**

**LEGAL REVIEW**

Attorney: \_\_\_\_\_

**LIST OF EXHIBITS**

EXHIBIT "A"

State Road 54A/Black Lake Road

EXHIBIT "B"

State Road 54A/Black Lake Road Right-of-way Map

EXHIBIT "C"

State Transportation Improvement Program – Relevant Page