

**RIGHT OF WAY ACQUISITION
MEMORANDUM OF AGREEMENT**

This is a Memorandum of Agreement ("MOA") made and entered into this ____ day of _____, 20____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("DEPARTMENT") and the City of Pembroke Pines, a Florida municipal corporation ("AGENCY").

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing a transportation project for the widening of Pembroke Road from Douglas Road to University Drive ("Project"), as depicted in the attached Exhibit "A" and associated with Item / Segment Number 436980-1; and

WHEREAS, the AGENCY is the owner of the facility; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes, and federal funding provisions, the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits; and

WHEREAS, the Project will involve the acquisition of various property interests along the Project corridor; and

WHEREAS, the DEPARTMENT plans to construct the Project and conduct right of way acquisition and related activities, including eminent domain proceedings, on the Project for and on behalf of the AGENCY to prepare the Project for construction; and

WHEREAS, the DEPARTMENT will conduct its right of way acquisition activities in accordance with its right of way procedures and applicable federal acquisition requirements; and

WHEREAS, the parties agree that it is in the best interest of the public to promote a cooperative effort between the DEPARTMENT and the AGENCY for the successful completion of the Project.

WHEREAS, the AGENCY has a platted dedicated right "to use for recreational purposes" a parcel which the DEPARTMENT needs to acquire for the project; and the AGENCY is amenable to vacating said right "to use for recreational purposes" said parcel, through the process of enacting City Resolutions to that effect, in cooperation between the DEPARTMENT and the AGENCY.

WHEREAS, the Agency may vacate its dedicated right to use said parcel as stated above, in addition to, executing a Quit Claim Deed to the DEPARTMENT thereby conveying any and all interests it may have to said parcel to the DEPARTMENT.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, this MOA sets forth and outlines the following agreements between the DEPARTMENT and the AGENCY concerning the performance of acquisition and maintenance activities by the AGENCY and the DEPARTMENT for the AGENCY's Project:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Upon completion of its acquisition and construction activities for the Project, the DEPARTMENT will transfer and the AGENCY will accept acquired property rights along the AGENCY facilities, including excess property, if any, acquired by the DEPARTMENT on behalf of the AGENCY. If for some reason the DEPARTMENT does not construct the Project, any acquired property shall be conveyed to the AGENCY and the AGENCY shall accept the property, including making any and all reimbursements to the DEPARTMENT or the Federal Highway Administration ("FHWA") that may be required by law due to the Project not being constructed.
3. Said conveyance shall include, and the AGENCY fully accepts, a transfer and assignment of all rights and obligations pursuant to any maintenance agreement, utility agreement, subordination, and/or other agreements or matters of record relating to the property to be conveyed and the AGENCY shall assume all responsibilities and liabilities arising from any obligations thereunder which responsibilities, liabilities and obligations as set forth in the conveyance documents shall run with the land. This provision shall survive the termination of this MOA.
4. Notwithstanding any other provision herein to the contrary, the DEPARTMENT shall not be responsible for any costs or attorney fees arising out of any liabilities or obligations incurred regarding the right of way after the transfer of property.
5. Prior to and during construction of the Project by the DEPARTMENT, the AGENCY shall be responsible for the maintenance of all properties acquired for the Project by the DEPARTMENT, keeping them in a safe condition. This includes responding to and addressing Code Enforcement violations and complaints from the public as well as any required mowing and litter removal during construction.
6. To the extent provided by law, the AGENCY shall indemnify, defend and hold harmless the DEPARTMENT and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the AGENCY, its agents or employees during acquisition and other related activities on the Project except that neither the AGENCY, its officers, agents or employees will be liable for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents or employees during the performance of acquisition and other related activities on the Project.
7. Any and all notices given or required under this MOA shall be in writing and either hand-delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be directed as follows:

As to the DEPARTMENT:

Claudia Vinitskiy-Calvo, P.E., Project Manager
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
Phone: (954) 777-4476

With copy to:

Christina Brown, Deputy Right of Way Manager - Production
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
Phone: (954) 777-4457

As to the AGENCY:

Karl M. Kennedy, P.E., City Engineer
City of Pembroke Pines
8300 S. Palm Drive
Pembroke Pines, FL 33025

With copy to:

Giraldo Hernandez
City of Pembroke Pines
Public Services Department
8300 S. Palm Drive
Pembroke Pines, FL 33025

8. Multiple copies of this MOA may be fully executed by all parties, each of which shall be deemed to be an original. The date entered above where indicated shall be the date the last party signed this MOA.

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IN WITNESS WHEREOF, the parties hereto have made and caused this Memorandum of Agreement to be authorized and duly executed on behalf of their respective entities.

FOR DEPARTMENT:

FLORIDA DEPARTMENT OF
TRANSPORTATION, DISTRICT FOUR

By: _____

Administrative Assistant:

Print Name: _____

Print Title: _____

Print Name: _____

Legal Approval:

District Four Attorney

FOR AGENCY:

ATTEST:

CITY of Pembroke Pines, Through its
BOARD OF CITY COMMISSIONERS

By: _____
Name
City Clerk

By: _____
Name
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Name
City Attorney

This Memorandum of Understanding has been duly authorized and approved on _____
by City Resolution No. _____.

EXHIBIT A: Project Layout

