

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE TOWN OF LADY LAKE FOR**

**AMENDED AGREEMENT FOR MAINTENANCE OF A PORTION
OF THE RIGHT-OF-WAY ON C.R. 466**

THIS IS AN INTERLOCAL AGREEMENT by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the Town of Lady Lake, a municipal corporation organized under the laws of the State of Florida, hereinafter the "Town," for the maintenance of a portion of the right-of-way of C.R. 466.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Section 335.0415, Florida Statutes, provides that jurisdiction or maintenance responsibilities of public roads may be transferred between jurisdictions by mutual agreement; and

WHEREAS, the Town and the County did enter into an Interlocal agreement on June 26, 2007 for Maintenance of a portion of the right of way on CR 466; and

WHEREAS, the Town is constructing a new Library at the intersection of First Street and Guava Street, and the Town desires to utilize land owned by the County for stormwater retention for the Library site; and

WHEREAS, the Town will provide a right of way permit for the County to drain stormwater from CR-466 north along First Street and through an easement to a pond serving both the Road and Library property; and

WHEREAS, the County will be constructing a new storm water pipe system and stormwater pond to serve both CR 466 and Town Library runoff; and

WHEREAS, the County will build the pipe system under First Street and across Town right of way to the pond and the County will maintain the storm pipe system and the Town will maintain the pond; and

WHEREAS, the Town will maintain the pond located at the south west corner of CR 466 and Old Dixie Hwy, which also serves runoff from CR 466 and surrounding properties; and,

WHEREAS, the Town is providing water or reuse system that will irrigate the landscaping; and,

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by reference are incorporated herein. The agreement of the parties dated June 26, 2007 is hereby superseded in its entirety by this amended agreement.

2. **Town Obligations.** Town shall be responsible for maintaining the sidewalks, medians, street lighting, irrigation, landscaping, and right-of-way outside of the actual pavement for C.R. 466, which runs from the Rolling Acres Road to U.S. 27. Such area shall automatically be amended to include portions of CR 466 westward from Rolling Acres Road as Town annexes property on both sides of CR 466, with the intent of this agreement being to cover the entire length of CR 466 from US 27 westerly to the County line once Town has annexed all properties contiguous to the road. Responsibilities shall include but not be limited to, maintaining sidewalks, mowing of the grass, planting, maintaining and replacing Median landscaping, including any associated trees and shrubs, repairing and maintaining irrigation equipment, and maintaining, repairing or replacing any damaged street lighting. The Town shall provide water and or reuse lines to serve the landscaped areas from the Towns utility and shall coordinate with the contractor for the road project for construction purposes. The Town shall pay for the water/reuse cost, electric bills, and any other cost associated with the irrigation system, and street lighting and other Town obligations under this Agreement. City

Town also agrees to maintain the stormwater pond serving the Library and the pond located at the southwest corner of CR 466 and Old Dixie generally depicted in Exhibit "A", which pond is located on property owned by County.

Town agrees to grant to County a right of way permit along First Street and City easements in order to construct a stormwater pipe to take stormwater from CR 466 to the pond serving the Library.

3. **County's Obligations.** The County shall have the ability to enter upon the right-of-way at any time, without consent of the Town, when necessary to maintain, repair, or replace any portion of the paved roadway of C.R. 466, or when necessary to maintain, repair or County.

replace any portion of the associated drainage and stormwater system. The County shall additionally also have the right to remove any portion of the landscaping that interferes with paved roadway, stormwater or drainage system; provided, however, the County shall provide the Town with fifteen (15) days advanced written notice prior to the removal of such landscaping so long as there is not an immediate threat to the public safety. The County shall continue to maintain the paved roadway, stormwater and drainage systems and traffic signals, except for the two ponds to be maintained by the Town as mentioned above in item 2 shown on Exhibit A. The County shall construct the landscaping in three median locations as shown on the plans generally centered stations notated in the plans as Station 75, 86 and 96 for a total length of approximately 1,500 feet. The County shall construct the irrigation lines from the Town utility system that shall serve the median landscaping as depicted on Kimley Horn approved Landscape Plans.

4. Termination. This agreement may be terminated with the written consent of both parties.

5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

CITY

County Manager
P.O. Box 7800
Tavares, Florida 32778

cc: Engineering Director, 437 Ardice Avenue, Eustis, Florida 32726

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

7. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

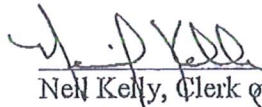
9. Effective Date. This Agreement shall become effective upon the later date of acceptance of the Project by the County and the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 28 day of April, 2009 and by the Town of Lady Lake, Florida, through its Town Commission, signing by its duly authorized representative, authorized to execute same by action of the City Commission on the ___ day of _____, 2009.

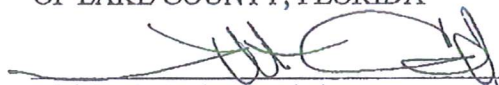
COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

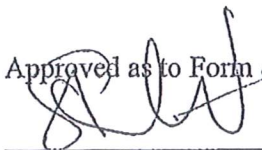


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida



Welton G. Cadwell, Chairman


Approved as to Form & Legality:



Sanford A. Minkoff
County Attorney

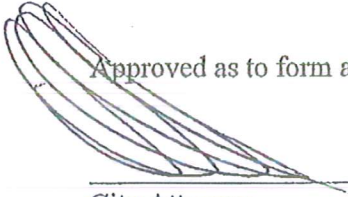
Interlocal Agreement between Lake County, Florida and the Town of Lady Lake for Amended Agreement for Maintenance of a Portion of the Right-of-Way on C.R. 466

TOWN

BY: 
Name: JIM RICHARDS
Title: MAYOR
Date: 3-10-09

Attest: 
City Clerk

Approved as to form and content:


City Attorney