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TRANSPORTATION POST PROJECT MAINTENANCE AGREEMENT BETWEEN FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF LAKE WALES

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and CITY OF LAKE WALES (hereinafter, "LOCAL AGENCY") for the maintenance of post-project transportation enhancements described below.

W I T N E S S E T H

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21st Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and

1. WHEREAS, said project is identified and known to the parties as SR 17 from East Bullard Avenue to East Johnson Avenue, Financial Project 449178-1, at the location shown in **Exhibit A,** attached and incorporated by reference which will benefit the LOCAL AGENCY; and

2. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and

3. WHEREAS the LOCAL AGENCY by Resolution No. _____, dated _____, a copy of which is attached hereto and made a part hereof as **Exhibit A**, has consented to and approved the Agreement and has authorized its chairperson or designee to execute said Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

2. The DEPARTMENT has undertaken the project and obtained approval for state participation in drainage system construction for the project as shown in **Exhibit A** attached and incorporated by reference**:**

   - The scope of the project consists of the construction of a new stormwater outfall system (hereinafter, "**Project**") as shown in **Exhibit A** to help minimize roadway ponding issues along SR17 in front of the Lake Wales Museum and Cultural Center, Lake Wales, Florida.
   - The DEPARTMENT, at its cost, is responsible for the construction of the **Project** within the LOCAL AGENCY's right-of-way along South Third Street which will connect to an existing storm sewer system located at intersection of East Bullard Avenue as shown in **Exhibit A**.
   - The LOCAL AGENCY has reviewed the Department's plans for the project and agrees to issue to the DEPARTMENT (or DEPARTMENT's contractor) a permit for the work within the LOCAL AGENCY's right-of-way as shown in **Exhibit A**.
   - The LOCAL AGENCY, at its sole cost and expense, will be responsible for the

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maintenance of any parts of said Project located within the LOCAL AGENCY's right of way, including structures located along South Third Street and East Bullard Avenue. Maintenance shall include, but not be exclusive of, any required drainage pipe and structure cleaning and/or replacements as determined by the LOCAL AGENCY in accordance with the City of Lake Wales Land Development Code and any applicable State of Florida requirements.

- The DEPARTMENT, at its sole cost and expense, will be responsible for the maintenance of the Project located within the DEPARTMENT's SR 17 right-of-way as shown in **Exhibit A**.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

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IN WITNESS WHEREOF, CITY OF LAKE WALES has caused this Agreement to be executed on its behalf through its Chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

_____
Department to enter date.

CITY OF LAKE WALES, FLORIDA

ATTEST

BY: _____

_____
PRINT NAME

_____
TITLE DATE

BY: _____
CHAIRPERSON, OR DESIGNEE

_____
PRINT NAME

_____
DATE

CITY OF LAKE WALES LEGAL REVIEW:

BY: _____
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

BY: _____

_____
PRINT NAME

_____
TITLE DATE

BY: _____
DISTRICT ONE SECRETARY
OR DESIGNEE

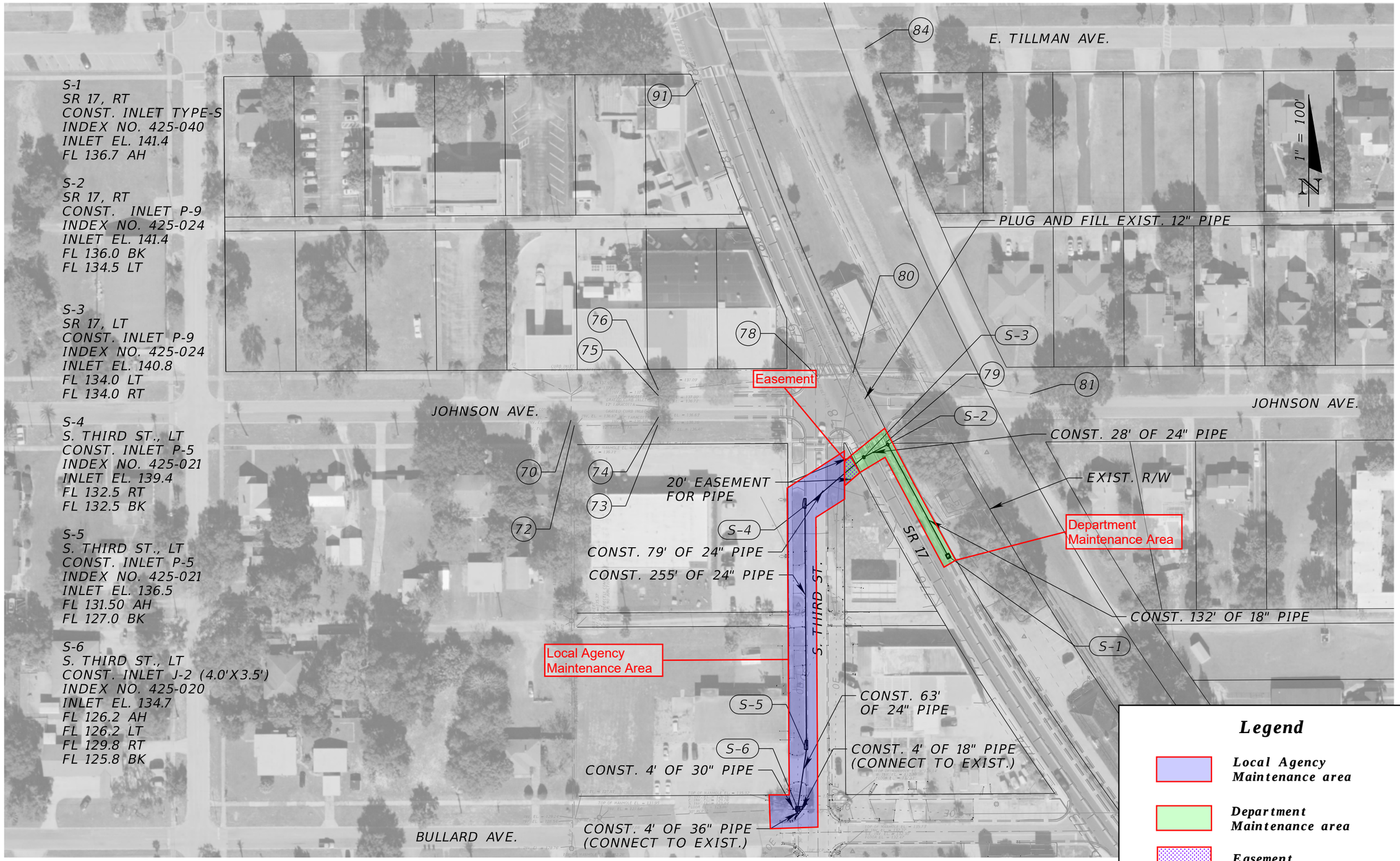
_____
PRINT NAME

_____
TITLE DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: _____

DS
DC



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	POLK	449178-1-32-01

EXHIBIT A

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SHEET NO.

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