

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: March 26, 2012

Contract/Lease Control #: #C12-1943-PW

Bid #: NA Contract/Lease Type: AGREEMENT

Award To/Lessee: FDOT

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 01/11/2012

Expiration Date: INDEFINITE

Description of Contract/Lease: ROADWAY TRANSFER, SR293 WHITE POINT

Department Manager: PW

Department Monitor: J. HOFSTAD

Monitor's Telephone #: 689-5772

Monitor's FAX # OR E-Mail: JHOFSTAD@CO.OKALOOSA.FL.US

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

Remarks:

Cc: Finance Dept Contracts & Grants Division

**ROADWAY TRANSFER AGREEMENT**  
**SR 293 White Point Road (from Just North Of Tolls to SR 20)**  
**from the State Highway System to the Okaloosa County Road System**

THIS AGREEMENT, made and entered into this 11 day of Jan., 2011, is by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT," and OKALOOSA COUNTY, hereinafter called the "COUNTY."

**RECITALS**

**WHEREAS**, the DEPARTMENT, has requested the transfer of a portion of SR 293 (White Point Road) Roadway ID 57518000 beginning at Milepoint 4.902 and ending at Milepoint 6.578 (referred to in this Agreement as "White Point Road") from the State Highway System to the County Road System, and this transfer is mutually agreed upon, between the COUNTY and the DEPARTMENT.

**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, the COUNTY and the DEPARTMENT agree as set forth below:

1. The Recitals set forth above are true and correct, and are by reference made a part of this Agreement.
2. This Agreement sets forth the terms and conditions under which the COUNTY and the DEPARTMENT will abide.
3. By resolution, which is attached hereto, the COUNTY has authorized its representative whose name is signed below to enter into this Agreement.
4. The commencement of jurisdictional and maintenance responsibilities by the COUNTY for White Point Road is the date of the approval of the roadway transfer by the Secretary of the DEPARTMENT.
5. (a) The COUNTY accepts all responsibility for the White Point Road right of way and for operation and maintenance of White Point Road, including bridges. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer.

The COUNTY shall be responsible for maintenance of the right of way and of public sidewalks, bike paths, and other ways in the right of way.

- (b) The DEPARTMENT gives up all rights to White Point Road, including the right of way, except as may be specified in this Agreement.

- (c) If there will be any road number changes, the COUNTY will offer an opportunity for a public hearing.
  - (d) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement related to White Point Road shall be transferred at the same time and in the same manner as jurisdictional responsibility. The DEPARTMENT acknowledges that copies of any existing permits, agreements and easements have been turned over to the receiving entity for their records prior to execution of this Agreement.
  - (e) If there is evidence of historical or archaeological resources that could be adversely impacted after the transfer of White Point Road, the COUNTY agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations. If no evidence is found, the COUNTY agrees not to adversely affect any such resources if found after the transfer.
  - (f) COUNTY shall record existing deeds or right of way maps in the public land records of the county in which the rights of way are located after the Secretary of the DEPARTMENT approves the transfer.
6. 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.
  7. 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.
  8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
  9. The parties may be reached at the following addresses and phone numbers.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
Jason D. Peters, P.E.  
District 3 Director  
Transportation Development  
P.O. Box 607

OKALOOSA COUNTY  
James D. Curry  
County Administrator  
1804 Lewis Turner Blvd.  
Suite 400

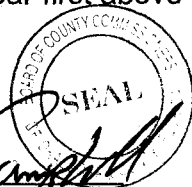
1074 Highway 90  
Chipley, Florida, 32428  
Telephone: (850) 415-9203  
Fax: (850) 415-9761

Fort Walton Beach, FL. 32547  
Telephone: (850) 651-7515  
Fax: (850) 651-7551

10. Each party is an independent contractor and is not an agent 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.
11. 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.
12. 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 have caused this Agreement to be executed, the day and year first above written.

OKALOOSA COUNTY



BY: \_\_\_\_\_

James Campbell, Chairman  
Board of County Commissioners

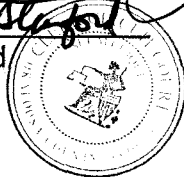
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

James T. Barfield, P. E.  
District 3 Secretary

ATTEST: \_\_\_\_\_

Don W. Howard  
Clerk of Court



ATTEST: \_\_\_\_\_

Executive Secretary

BY: \_\_\_\_\_

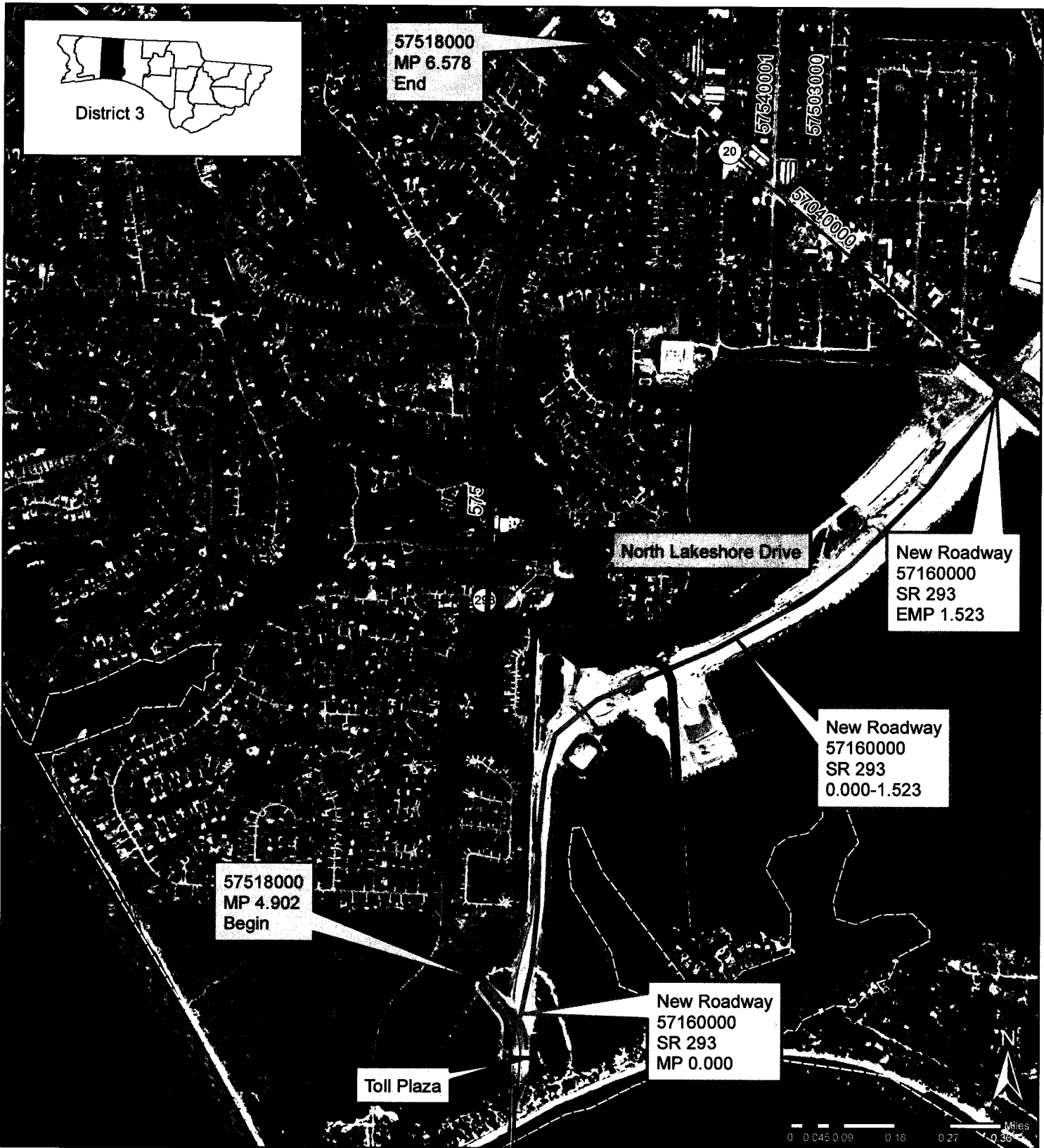
Deputy Clerk

LEGAL REVIEW: \_\_\_\_\_

County Attorney (optional)

LEGAL REVIEW: \_\_\_\_\_

Office of General Counsel



**57518000**

**Transfer  
From 4.902 - 6.578**

**Okaloosa County**

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Cities



FLORIDA DEPARTMENT OF STATE

**Kurt S. Browning**

Secretary of State

DIVISION OF HISTORICAL RESOURCES

Mr. Phil Causey  
PBS&J  
2639 N. Monroe Street, Bldg. C  
Tallahassee, FL 32303-4027

November 24, 2008

RE: DHR Project File Number: 2008-7211  
Project: *Proposed Transfer of Jurisdictional Responsibilities to the County of Okaloosa for SR 293(White Point Road) from north of the toll booth to SR 20*  
County: Okaloosa

Dear Mr. Causey:

Our office reviewed the project in accordance with Chapter 267, Florida Statutes, and applicable local ordinances. It is the responsibility of the State Historic Preservation Officer to advise and assist, as appropriate, State agencies and local governments in carrying out their historic preservation responsibilities; to cooperate with State agencies to ensure that historic properties are taken into consideration at all levels of planning and development; and to consult with agencies on undertakings that may affect historic properties and the content and sufficiency of any plans developed to protect, manage, or to reduce or mitigate harm to such properties.

Results of the survey identified no new archaeological sites or historic buildings within the project's area of potential effect. We note that portions of 8OK784 continue to be considered significant; but that there are no portions of that site that still exist within the SR 293 (White Point Road) right-of-way. Our office concurs no historic properties will be affected. If you have any questions, please contact Alyssa McManus, Architectural Historian, Transportation Compliance Review Program, by email [ammcmanus@dos.state.fl.us](mailto:ammcmanus@dos.state.fl.us) or at 850-245-6432.

Sincerely,

Frederick P. Gaske, Director, and  
State Historic Preservation Officer

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office  
(850) 245-6300 • FAX: 245-6436

Archaeological Research  
(850) 245-6444 • FAX: 245-6452

Historic Preservation  
(850) 245-6333 • FAX: 245-6437

## **MEMORANDUM**

**DATE:** January 11, 2012  
**TO:** John H. Taylor, P.E., Interim Manager, Transportation Statistics Office  
**FROM:** James T. Barfield, District 3 Secretary  
**COPIES:** Jason Peters, Phillip Gainer, Jim Newsom  
**SUBJECT:** Proposed Transfer of SR 293/White Point Road in Okaloosa County.

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RECEIVED  
TRANSPORTATION  
STATISTICS OFFICE  
2012 JAN 17 P 1:27

District 3 requests approval for the transfer of a portion of SR 293 from State to County jurisdiction. This is Roadway ID 57518000 from milepoint 4.902 to 6.578. It is known locally as SR 293/White Point Road.

Pursuant to Chapter 335.0415, Florida Statutes, we have reached agreement with Okaloosa County regarding the proposed transfer, as described in a written Transfer Agreement between the Florida Department of Transportation and Okaloosa County. This transfer will benefit the citizens of Florida, as this portion of the roadway will no longer function as a state highway and reduce the maintenance and liability responsibility to the State of Florida. Following the construction of the new alignment of the Midbay Bridge Bypass, needed capacity improvements for the north approach to the bridge will be realized. These Improvements will also relieve congestion on White Point Road and State Road 20 as well as improve hurricane evacuation.

I am enclosing the following supporting documentation:

- Transfer Form for Secretary's signature
- Resolution authorizing execution of the Transfer Agreement
- Transfer Agreement between the Department and Okaloosa County
- Location map
- Cultural Resource Assessment

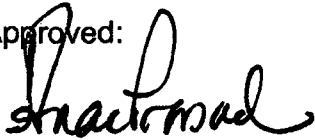
Should you concur with the proposed action upon your review, please forward this request to Secretary Prasad for review and approval.

Please contact Jim Newsom in our Planning Office at 850-415-9535 if you have any questions or need additional information on the proposed action.

JTB: jn

Enclosures (5)

Approved:



Ananth Prasad, P.E.  
Department Secretary

2/3/2012

Effective Date

## ROAD JURISDICTION TRANSFER

The below described road segment is formally transferred off the State Highway System to the County Road System, for a total length of 1.676 miles, in accordance with Section 335.0415, Florida Statutes. The Department has agreed to the transfer and all provisions listed in the executed Transfer Agreement and supporting Resolution between the Department and Okaloosa County.

### Okaloosa County

Transfer from the State Highway System

1. Roadway ID: 57-518-000  
U.S Number (Current): N/A  
Road Number (Current): SR 293  
Jurisdiction (Current): State  
From: Just North of Toll Plaza  
(M.P. 4.902)  
Segment Length: 1.676

Local Name: White Point Road  
Proposed: N/A  
Proposed: N/A  
Proposed: County  
To: SR 20  
(M.P. 6.578)



RESOLUTION NO. 11-218

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A TRANSFER AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND OKALOOSA COUNTY, FOR WHITE POINT ROAD FROM MP 4.902 (APPROX.) TO MP 6.578 (APPROX.).

**WHEREAS**, the DEPARTMENT, has requested the transfer of White Point Road (SR 293) to the County Road System, Section 57518000, from approximate Beginning Mile Post 4.902 (Just North of Toll Plaza), to approximate Ending Mile Post 6.578 (SR 20), for an approximate net length of 1.676 miles, and this transfer is mutually agreed upon, between the COUNTY and the DEPARTMENT,

**NOW, THEREFORE**, the BOARD OF COUNTY COMMISSIONERS has authorized James Campbell, as its representative, to execute a Transfer Agreement with the FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called FDOT.

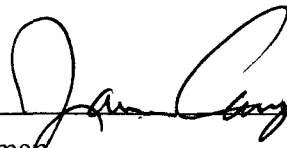
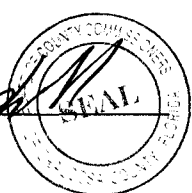
This Transfer Agreement will set forth the terms and conditions under which the COUNTY, and FDOT will abide, commencing on the date of approval by the FDOT Secretary.

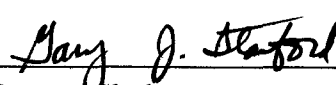
A copy of the Resolution shall be forwarded to FDOT in order to advise them of the COUNTY'S intent to execute such a Transfer Agreement with a representative of the DEPARTMENT.

This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** in open session this 13th day of December, 2011.

Board of County Commissioners  
Okaloosa County, Florida

  
Chairman 

  
Deputy Clerk 