

## **SIDEWALK AGREEMENT**

This Sidewalk Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF HAINES CITY, FLORIDA, a Florida municipal corporation ("City"), whose address is 620 E. Main Street, Haines City, FL 33844, and SCHOOL BOARD OF POLK COUNTY, whose post office address is Post Office Box 391, Bartow, FL 33831-0391 (the "School Board").

### **RECITALS**

**WHEREAS**, The City has authority to limit or prohibit the use of the right-of-way and easements within the City of Haines City, Florida, and

**WHEREAS**, The City has the authority to issue permits for the use of the sidewalks pursuant to Chapter 22 of the City Code, and Section 12.7.1 of the Land Development Regulations; and

**WHEREAS**, the School Board is the fee simple owner of real property (the "Real Property"), as described in Exhibit A attached hereto, located within the municipal limits of the City of Haines City, Florida; and

**WHEREAS**, the School Board is in the process of conveying the Real Property to the City for use as a right-of-way for a pedestrian sidewalk to be constructed adjacent to Haines City High School; and

**WHEREAS**, the Florida Department of Transportation is prepared to construct a pedestrian sidewalk on the Real Property pursuant to its Safe Roads to School program; and

**WHEREAS**, the School Board and City desire to confirm that the City will take responsibility for perpetual maintenance of the pedestrian sidewalk to be constructed on the Real Property; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals and Exhibits attached hereto. The above recitals are true and correct.
2. Installation and Maintenance Obligation. The School Board and the City hereby agree to allow the Florida Department of Transportation to construct the pedestrian sidewalk on the Real Property during the time when the conveyance transaction contemplated by the School Board and the City is being completed. Thereafter, the City, its heirs, successors, and assigns shall be solely responsible for all expenses relating to the perpetual maintenance of the pedestrian sidewalk constructed on the Real Property.
3. Permit. Nothing herein shall be construed as waiving any requirements for the any and all necessary permits for construction of the pedestrian sidewalks as required by City ordinances, regulations and codes.

4. Binding Effect. The Parties hereby acknowledge that this Agreement shall be binding, on their respective heirs, successors and assigns and that it shall be the responsibility of the City to record this Agreement in the official records of Polk County with the Clerk of the Circuit Court and that it shall be the responsibility of the City to inform and/or notify any heirs, successors and/or assigns of the binding effect of this Agreement.

5. Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Central Florida Mediation Group, LLC shall be selected by striking names from the mediators in that Group. The parties agree to mediate in good faith, be bound by the Mediation Agreement (if any), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation. Pre-Suit Mediation shall occur within Polk County, Florida.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**CITY OF HAINES CITY, FLORIDA**

By: \_\_\_\_\_  
H. L. "Roy" Tyler, Mayor

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

**ATTEST:**

\_\_\_\_\_  
Sharon Lauther, CMC, City Clerk

**APPROVED AS TO FORM AND CONTENT**

\_\_\_\_\_  
Fred Reilly, City Attorney

**POLK COUNTY SCHOOL BOARD**

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

Name/Title: \_\_\_\_\_

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

**STATE OF FLORIDA**

**COUNTY OF POLK**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by H. L. “Roy” Tyler, as Mayor, and Sharon Lauther, as City Clerk, on behalf of the City of Haines City, a Florida municipal corporation. They are persons known to me who have produced as identification and who did (did not) take an oath.

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Notary Public

My Commission Expires: