

Section 03, Township 27 South, Range 27 East

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF DAVENPORT, FLORIDA

and

POLK COUNTY, FLORIDA

FOR PORTIONS OF THE UNOPENED, UNMAINTAINED PLATTED RIGHTS-OF-WAY MORE PARTICULARLY DESCRIBED HEREIN LYING IN SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST, DAVENPORT, FLORIDA (HEREINAFTER COLLECTIVELY KNOWN AS THE ROAD)

This is an Agreement by and between the City of Davenport, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, the ROAD is platted, adjacent to and within the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of the ROAD lying within Section 03, Township 27 South, Range 27 East, in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment “A”, and more particularly described as:

The unopened, unmaintained portion of the platted right-of-way labeled “East Boulevard” that lies east of Blocks 16, 17, 32, 33, 48 and 49, and between the easterly extension of the north right-of-way of East Pine Street, south, to the easterly extension of the north right-of-way of East Palmetto Street as depicted on the Map of Davenport, recorded in Plat Book 3, Pages 58 through 59 and the unopened, unmaintained portion of platted right-of-way labeled “East Boulevard” that lies east of Block 1, and between the easterly extension of the south right-of-way of North Boulevard, south, to the easterly extension of the north right-of-way line of East Pine Street as depicted on the Resubdivision of Block 1 by Holly Hill Grove & Fruit Company, recorded in Plat Book 11, Page 22, Public Records of Polk County, Florida.

Including but not limited to those rights-of-way that lies within the above-described corridor, as depicted, or described in the following documents: Any Rights-of-Way dedicated by recorded plats and any deeded right-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Section 03, Township 27 South, Range 27 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Davenport Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under application Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Davenport has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the _____ day of _____, 2025.

ATTEST:

CITY OF DAVENPORT

By: _____
Rachel Castillo, City Clerk

By: _____
Brynn Summerlin, Mayor

This ____ day of _____, 2025

Reviewed as to form and legality

Thomas Cloud, City Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2025.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

T.R. Wilson, Chairman

This ____ day of _____, 2025

Reviewed as to form and legality

County Attorney's Office

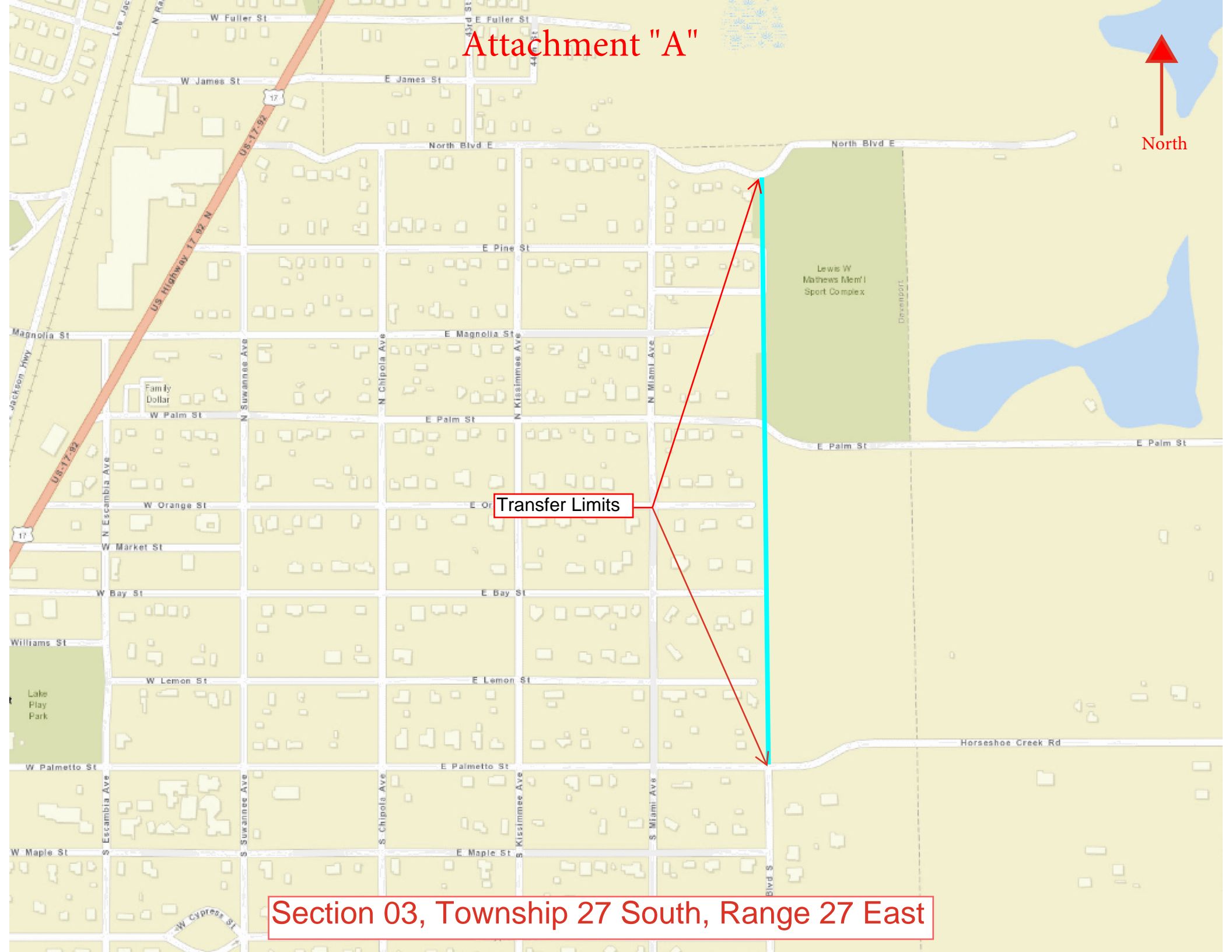
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Attachment "A"



Transfer Limits

Section 03, Township 27 South, Range 27 East



This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: A Portion of Unopened, Unmaintained Right-of-Way

COUNTY DEED

THIS DEED, made this 6th day of May, 2025 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF DAVENPORT**, a Florida Municipal Corporation, whose address is, 1 South Allapaha Avenue, Davenport, Florida 33837, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

SEE EXHIBIT "A"

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

(Seal)

EXHIBIT "A"

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