

Sections 14 and 15, Township 28 South, Range 27 East

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF LAKE HAMILTON, FLORIDA

and

POLK COUNTY, FLORIDA

FOR A PORTION OF WATER TANK ROAD FROM THE EAST LINE OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, EAST TO THE WEST RIGHT-OF-WAY LINE OF BICE GROVE ROAD, LAKE HAMILTON, FLORIDA.

This is an Agreement by and between the Town of Lake Hamilton, a municipal corporation of the State of Florida (TOWN), 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, Water Tank Road, an Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested and POLK has agreed to the transfer a portion of Water Tank Road from the east line of the West 1/2 of Section 15, Township 28 South, Range 27 East, east to the west right-of-way line of Bice Grove Road, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; 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 TOWN 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:

A portion of Water Tank Road from the east line of the West 1/2 of Section 15, Township 28 South, Range 27 East (as recorded in OR Book 12365 at Pages 1349 through 1353), east to the west right-of-way line of Bice Grove Road.

Including, but not limited to those parts of the rights-of-ways for a portion of Water Tank Road that lies within the above-described corridor, as depicted, or described in the following documents: A portion of the Maintained Right-of-Way as depicted on Map Book 4, Pages 60 through 70, any Plats and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida.

All lying and being in Sections 14 and 15, Township 28 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 TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN 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 Town of Lake Hamilton Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, 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 Town'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 TOWN.

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.

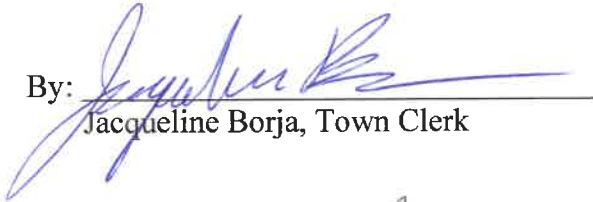
SECTION 8: Term

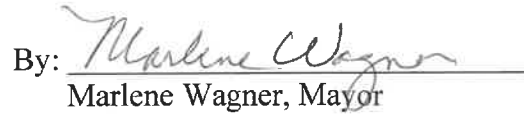
This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the Town of Lake Hamilton has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the 6 day of August, 2024.

ATTEST:

TOWN OF LAKE HAMILTON

By: 
Jacqueline Borja, Town Clerk

By: 
Marlene Wagner, Mayor

This 6 day of August, 2024

Reviewed as to form and legality


Anthony Sabatini, Interim Town Attorney

9-3-24
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 _____, 2024.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

W.C. Braswell, Chairman

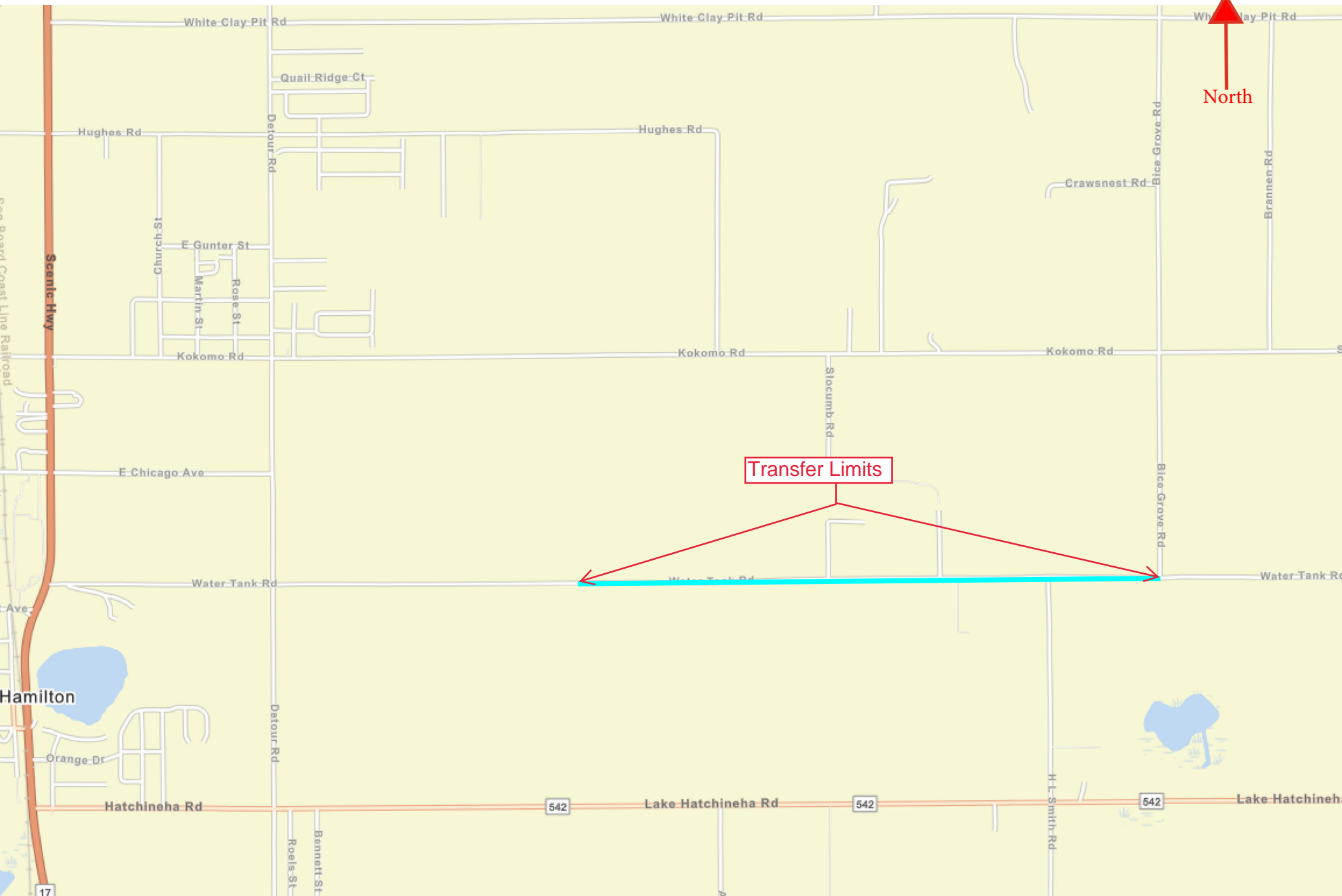
This ____ day of _____, 2024

Reviewed as to form and legality

County Attorney's Office

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Attachment A



Sections 14 and 15, Township 28 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 Water Tank Road

COUNTY DEED

THIS DEED, made this 1st day of October, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF LAKE HAMILTON**, a Florida Municipal Corporation, whose address is, 100 Smith Avenue, Lake Hamilton, Florida 33851, 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:

A portion of Water Tank Road from the east line of the West 1/2 of Section 15, Township 28 South, Range 27 East (as recorded in OR Book 12365 at Pages 1349 through 1353), east to the west right-of-way line of Bice Grove Road.

Including, but not limited to those parts of the rights-of-ways for a portion of Water Tank Road that lies within the above-described corridor, as depicted, or described in the following documents: A portion of the Maintained Right-of-Way as depicted on Map Book 4, Pages 60 through 70, any Plats and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida.

All lying and being in Sections 14 and 15, Township 28 South, Range 27 East, Polk County Florida.

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:

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:

Polk County, Florida

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

(Seal)