

Transfer Limits

**SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST**

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF WINTER HAVEN, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**A PORTION OF WATERS ROAD FROM OLD BARTOW LAKE WALES ROAD, SOUTH TO STATION 24+70.02 AS SHOWN ON MAINTAINED RIGHT-OF-WAY MAP BOOK 11 AT PAGES 120 THROUGH 122, IN WINTER HAVEN, FLORIDA.**

This is an Agreement by and between the City of Winter Haven, 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**, a portion of WATERS ROAD (hereinafter known as the ROAD) is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

**WHEREAS**, CITY has requested, and POLK has agreed to the transfer of the ROAD from Old Bartow Lake Wales Road, south to Station 24+70.02 as shown on Maintained Right-of-Way Map Book 11 at Pages 120 through 122, 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 “B”, and more particularly described as:

**See Attachment “A”**

**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 via Resolution adopted by the Governing Body of the CITY. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the CITY via Resolution adopted by the Governing Body of the CITY 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 Winter Haven 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 public roads**

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads 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 effect 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.

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**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, 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, and by City of Winter Haven, through its City Commissioners, signing by and through its Mayor, authorized to execute the same by CITY Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:  
Vanessa Castillo, Clerk \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Reviewed as to form and legality

\_\_\_\_\_  
Frederick J. Murphy, Jr., City Attorney      Date

**CITY OF WINTER HAVEN**

By: \_\_\_\_\_  
Nathaniel J. Birdsong, Jr., Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2024

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ATTEST:  
Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
, Chair

This \_\_\_\_ day of \_\_\_\_\_, 2024

Reviewed as to form and legality

\_\_\_\_\_  
County Attorney's Office

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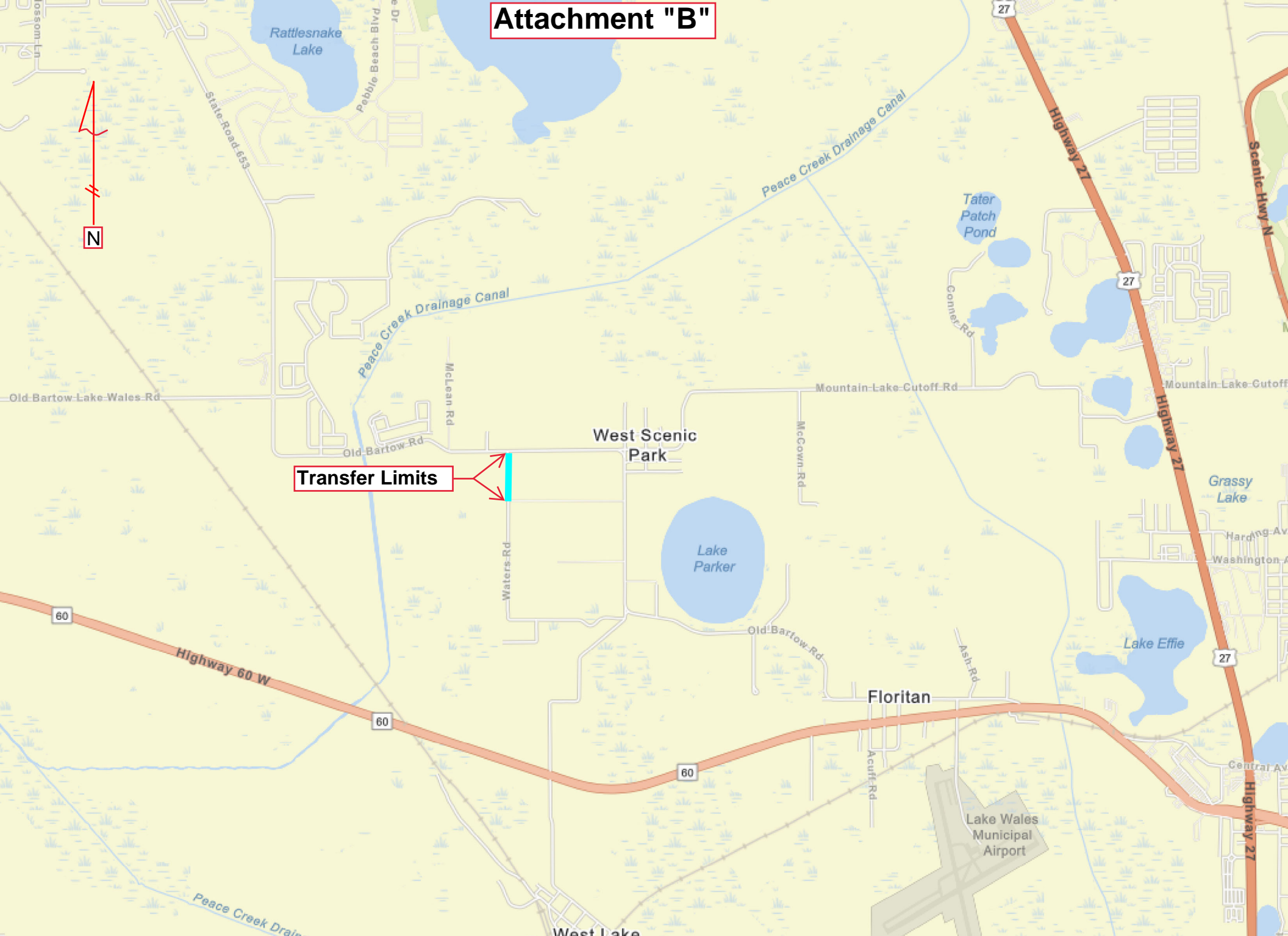
# ATTACHMENT "A"

A PORTION OF LANDS LYING IN SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 31, THENCE S00°22'02"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1262.43 FEET TO THE NORTHWEST CORNER OF THE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, S00°26'34"E, A DISTANCE OF 27.98 FEET TO THE POINT OF BEGINNING; THENCE N88°43'51"E, A DISTANCE OF 25.55 FEET TO THE EAST RIGHT OF WAY OF WATERS ROAD, BEING A VARIABLE WIDTH RIGHT OF WAY PER POLK COUNTY MAINTAINED RIGHT OF WAY, MAP BOOK 11, PAGE 121; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING TWELVE (12) CALLS, S21°03'31"W, A DISTANCE OF 36.97 FEET; THENCE S05°33'37"E, A DISTANCE OF 67.27 FEET; THENCE S00°42'10"W, A DISTANCE OF 100.02 FEET; THENCE S00°26'34"E, A DISTANCE OF 100.00 FEET; THENCE S00°26'34"E, A DISTANCE OF 100.00 FEET; THENCE S00°26'34"E, A DISTANCE OF 100.00 FEET; THENCE S01°00'57"E, A DISTANCE OF 100.00 FEET; THENCE S00°26'34"E, A DISTANCE OF 100.00 FEET; THENCE S00°26'34"E, A DISTANCE OF 100.00 FEET; THENCE S00°07'48"W, A DISTANCE OF 100.00 FEET; THENCE S00°07'48"W, A DISTANCE OF 100.00 FEET; THENCE S00°26'34"E, A DISTANCE OF 29.99 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY, S89°26'11"W, A DISTANCE OF 15.00 FEET; THENCE S89°26'29"W, A DISTANCE OF 3.00 FEET TO THE WEST RIGHT OF WAY OF AFOREMENTIONED WATERS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING TWELVE (12) CALLS, N00°26'34"W, A DISTANCE OF 30.03 FEET; THENCE N00°26'34"W, A DISTANCE OF 100.00 FEET; THENCE N00°07'48"E, A DISTANCE OF 100.00 FEET; THENCE N00°07'48"E, A DISTANCE OF 100.00 FEET; THENCE N00°26'34"W, A DISTANCE OF 100.00 FEET; THENCE N01°35'19"W, A DISTANCE OF 100.02 FEET; THENCE N00°26'34"W, A DISTANCE OF 100.00 FEET; THENCE N00°07'48"E, A DISTANCE OF 100.00 FEET; THENCE N00°07'48"E, A DISTANCE OF 100.00 FEET; THENCE N02°09'41"W, A DISTANCE OF 100.04 FEET; THENCE N02°09'10"W, A DISTANCE OF 67.03 FEET; THENCE N27°41'54"W, A DISTANCE OF 37.90 FEET; THENCE N88°43'51"E, A DISTANCE OF 23.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,720 SQUARE FEET OR 0.453 ACRES MORE OR LESS.

**Attachment "B"**



**Transfer Limits**

**SECTION 31, TOWNSHIP 29 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: Chris Peterson  
Road Transfer: Portion of Waters Road

## COUNTY DEED

**THIS DEED**, made this 19th day of November, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN**, a Florida Municipal Corporation, whose address is, 451 Third Street N.W., Winter Haven, FL 33881, 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 ATTACHMENT "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 the public road as described in ATTACHMENT "A".**

**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: \_\_\_\_\_  
, Chair  
Board of County Commissioners

(Seal)

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