

# AGREEMENT FOR THE TRANSFER OF ROADS FROM POLK COUNTY TO THE CITY OF BARTOW

This Agreement for the transfer of roads (the “**AGREEMENT**”) is made and entered into on the Effective Date (as defined in Section 9, below), by and between the City of Bartow, whose address is 450 N. Wilson Avenue, Bartow, Florida 33830 (hereinafter referred to as “**BARTOW**”), its successors in title and assigns, and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as “**POLK COUNTY**”). BARTOW and POLK COUNTY are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

## WITNESSETH:

**WHEREAS**, Section 335.0415, Florida Statutes authorizes local governments the authority to transfer public roads between jurisdictions by mutual agreement; and

**WHEREAS**, POLK COUNTY has public roadways owned and maintained by POLK COUNTY for public use in and around BARTOW; and

**WHEREAS**, BARTOW has agreed to accept the responsibility for and maintain said public roadways owned and maintained by POLK COUNTY; and

**WHEREAS**, POLK COUNTY has agreed to transfer said public roadways to BARTOW; and

**WHEREAS**, the Parties desire to enter into this Agreement to establish the respective rights and obligations of BARTOW and POLK COUNTY in accordance with the terms and conditions of this AGREEMENT.

**NOW, THEREFORE**, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

## RECITALS AND AGREEMENT CONDITIONS

1. **Recitals** The Recitals stated above are an integral part of this AGREEMENT and are incorporated herein by reference as if fully set forth herein.
2. **Road Transfers**

2.1 BARTOW has agreed to accept the following Roadways:

- a) Finger Lane (942405)
- b) E F Griffin Road (943601)
- c) Smith Lane (942412)
- d) Cedar Ridge Road (942502)
- e) Ernest Smith Blvd (953002)
- f) Old Bartow Eagle Lake Road (953201) from Ernest M Smith to Wilson Ave N.
- g) Lyle Parkway (943602)
- h) Gaskin Road (051802)
- i) Mann Road (051708)
- j) Clear Springs Mine Road (051706)

**2.2 This Agreement is contingent upon the execution by the Parties of a separate Agreement for Transfer of Public Roads, and associated County Deeds, both as attached hereto as Exhibits "A" through "J", for the transfer of each roadway listed in section 2.1.**

3. **Compensation**

3.1 POLK COUNTY shall pay BARTOW ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00) in compensation for the Roadways.

3.2 POLK COUNTY shall pay all amounts due and owing under this Agreement within thirty (30) days of the Effective Date.

4. **Notices** The Parties hereby agree and understand that written notice, mailed or delivered, shall constitute sufficient notice to POLK COUNTY and BARTOW. All written notices required and made pursuant to this Agreement shall be in writing and given by way of recognized delivery services, or by United States Postal Services, first class mail, postage prepaid, addressed to the following addresses of record:

Notice to POLK COUNTY shall be:

County Manager  
Polk County Board of County Commissioners  
330 West Church Street  
Bartow, FL 33830

with a copy to:  
County Attorney  
Polk County Board of County Commissioners  
330 West Church Street  
Bartow, FL 33830

Polk County Roads & Drainage Division

ATT: Roads & Drainage Director  
3000 Sheffield Road  
Winter Haven, FL 33880

Notice to BARTOW shall be:

City of Bartow  
450 N. Wilson Avenue  
Bartow, FL 33830

5 **Effective Date** This Agreement shall become effective upon execution by both Parties and recording in the Official Records of Polk County (the "Effective Date"). The County shall record this Agreement, along with the individual Agreements for Transfer Public Roads, and any amendments hereto, as soon as reasonably possible following the execution by both Parties.

6 **Default and Remedy** If either Party materially defaults in its obligations under this AGREEMENT and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from the other non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this AGREEMENT by delivering written notice to the materially defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this AGREEMENT, including, without limitation, return of the compensation payment, in whole or in part, to POLK COUNTY.

7 **Termination**

7.1 **This Agreement shall automatically term upon BARTOW'S endorsement of the endorsement of the compensation payment under this Agreement.**

7.2 POLK COUNTY or BARTOW may terminate this Agreement, in whole or in part, at any time, either for POLK COUNTY'S or BARTOW'S convenience or because of the failure of the POLK COUNTY or BARTOW to fulfill its obligations under this Agreement.

8 **Waiver** A waiver by either Party of any breach of this AGREEMENT shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other party's existing default or breach of this AGREEMENT shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

9      **Release** For and in consideration of the mutual agreements set forth herein, BARTOW agrees the terms and conditions of this AGREEMENT are reasonable under the totality of the circumstances, and BARTOW for itself, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, do hereby fully waive, release and forever discharge POLK COUNTY from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. BARTOW acknowledges and agrees that its agreement to this release is a material inducement to POLK COUNTY to enter into this AGREEMENT. The Parties agree that this release is to the specific causes of action listed and not be deemed a release of any non-listed causes of action to which BARTOW may be entitled.

10     **Attorney's Fees and Cost** Notwithstanding Section 10, each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this AGREEMENT, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

11     **Modification** This AGREEMENT may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

12     **Integration** This AGREEMENT sets forth the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, either written or oral, with respect to its subject matter, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13     **Counterparts** This AGREEMENT may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

14     **Attachments** All attachments or exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

15     **Governing Law; Venue** This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Polk County. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

16     **Binding Effect; Assignment** This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto. BARTOW may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior

written consent of POLK COUNTY. POLK COUNTY has the sole discretion and authority to grant or deny proposed assignments, with or without cause.

17 **Days** The term days in this Agreement shall mean calendar days, unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal holiday.

18 **Severability** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

19 **Public Records** In accordance with Section 119.0701, Florida Statutes, BARTOW agrees to comply with the following public records laws:

- (a) BARTOW acknowledges POLK COUNTY'S obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this AGREEMENT. BARTOW further acknowledges that the constitutional and statutory provisions control over the terms of this AGREEMENT. In association with its performance pursuant to this AGREEMENT, BARTOW shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- (b) Without in any manner limiting the generality of the foregoing, to the extent applicable, BARTOW acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - (1) keep and maintain public records required by POLK COUNTY to perform the services required under this AGREEMENT;
  - (2) upon request from POLK COUNTY'S Custodian of Public Records or his/her designee, provide POLK COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this AGREEMENT and following completion of this AGREEMENT if BARTOW does not transfer the records to POLK COUNTY; and

(4) upon completion of this AGREEMENT, transfer, at no cost, to POLK COUNTY all public records in possession of BARTOW or keep and maintain public records required by POLK COUNTY to perform the service. If BARTOW transfers all public records to POLK COUNTY upon completion of this AGREEMENT, BARTOW shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BARTOW keeps and maintains public records upon completion of this AGREEMENT, BARTOW shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to POLK COUNTY, upon request from POLK COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of POLK COUNTY.

**(c) IF BARTOW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: RMLO@POLK-COUNTY.NET**

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

POLK COUNTY, a Political Subdivision of the State of Florida

(SEAL)

ATTEST:

Stacy M. Butterfield, County Clerk

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

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

~~T.R. Wilson~~, Chairperson  
Board of County Commissioners  
*Martha SANTACLO*

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

Approved by County Attorney's Office  
As To Form and Legal Sufficiency

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

## WITNESSES



Signature

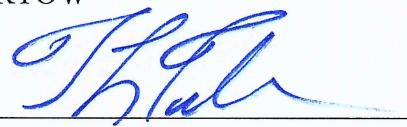
SEAN R. PARER, CITY ATTY  
Print Name

450 N. WILSON AVE

BARTOW FL 33830  
Address

BARTOW

By:

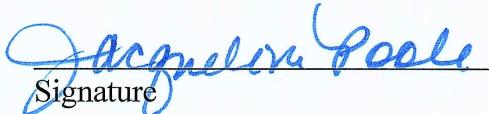


TANYA TUCKER

Print Name

MAYOR

Title

Date: 12-15-2025


Signature

JACQUELINE POOLE, CITY CLERK  
Print Name

450 N. WILSON AVE

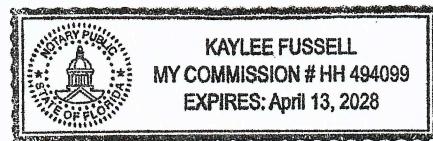
BARTOW FL 33830  
Address

STATE OF FLORIDA

COUNTY OF POIK

The foregoing instrument is hereby acknowledged before me this 15 day of December,  
2025 by Tanya Tucker, as Mayor of City of Bartow, a Municipality  
 company on behalf of said company by means of physical presence or  online notarization   
 who is personally known to me or  who has produced a driver's license as identification.

NOTARY PUBLIC:

My Commission Expires: April 13, 2028

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF BARTOW, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF FINGER LANE FROM COUNTY ROAD 540A, SOUTH TO E F GRIFFIN ROAD, BARTOW, FLORIDA.**

This is an Agreement by and between the City of Bartow, 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**, Finger Lane is an Urban Collector 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 all of Finger Lane from County Road 540A, south to E F Griffin Road, (ROAD), 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:

**All of Finger Lane from County Road 540A, south to E F Griffin Road.**

**Including, but not limited to those parts of the rights-of-ways for Finger Lane that lies within the above-described corridor, as depicted, or described in the following documents: Any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 24, Township 29 South, Range 24 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 Bartow 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 applicable 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 Bartow 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 15 day of December, 2025.

ATTEST:

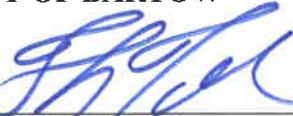
By: Jacqueline Pople,  
Jacqueline Pople, MMC, FCRM, CPM  
City Clerk

Reviewed as to form and legality

  
City Attorney

12-15-25  
Date

CITY OF BARTOW

By:   
Tanya L. Tucker, Mayor

This 15 day of December, 2025

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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 \_\_\_\_\_, 2026.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

\_\_\_\_\_  
Martha Santiago, Ed. D., Chair

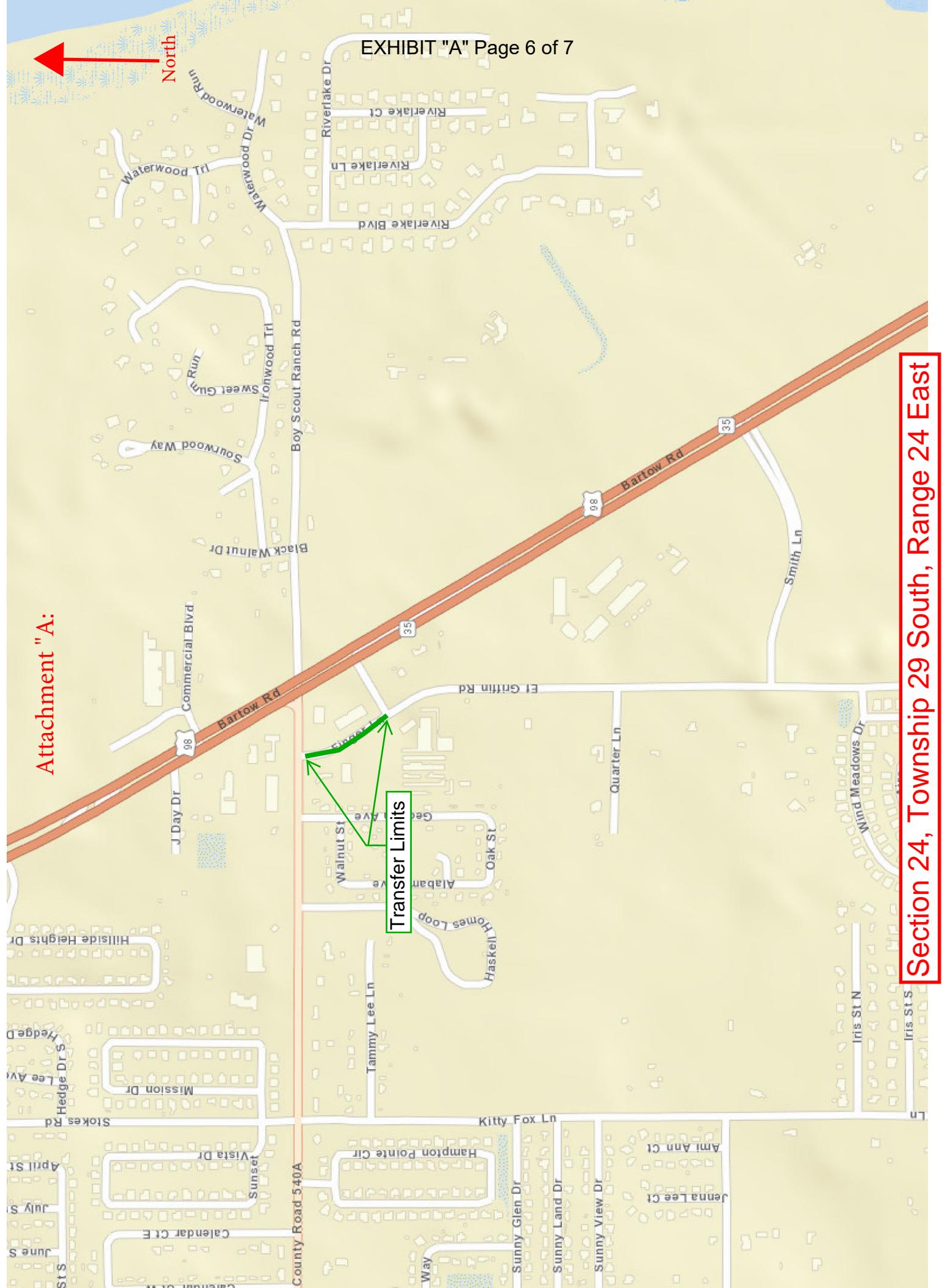
Reviewed as to form and legality

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

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

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Attachment "A":



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: All of Finger Lane

**COUNTY DEED**

**THIS DEED**, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW**, a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, 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:

**All of Finger Lane from County Road 540A, south to E F Griffin Road.**

**Including, but not limited to those parts of the rights-of-ways for Finger Lane that lies within the above-described corridor, as depicted, or described in the following documents: Any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 24, Township 29 South, Range 24 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**

**(Seal)**

**GRANTOR:**

**Polk County, Florida, a political subdivision of the state of Florida**

By: \_\_\_\_\_  
**Martha Santiago, Ed. D., Chair**  
**Board of County Commissioners**

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF BARTOW, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF E F GRIFFIN ROAD FROM US HIGHWAY 98 S, SOUTH TO LYLE PARKWAY, BARTOW, FLORIDA.**

This is an Agreement by and between the City of Bartow, 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**, E F Griffin Road is an Urban Collector 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 all of E F Griffin Road from US Highway 98 S, south to Lyle Parkway, (ROAD), 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:

**All of E F Griffin Road from US Highway 98 S, south to Lyle Parkway.**

**Including, but not limited to those parts of the rights-of-ways for E F Griffin Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 209 through 211, any rights-of-way dedicated by Plats and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Sections 24, 25 and 36, Township 29 South, Range 24 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 Bartow 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 applicable 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 Bartow 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 15 day of December, 2025.

ATTEST:

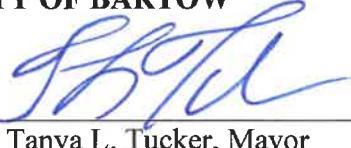
By: Jacqueline Poole  
Jacqueline Poole, MMC, FCRM, CPM  
City Clerk

Reviewed as to form and legality

  
City Attorney

12-15-25  
Date

CITY OF BARTOW

By:   
Tanya L. Tucker, Mayor

This 15 day of December, 2025

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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 \_\_\_\_\_, 2026.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

\_\_\_\_\_  
Martha Santiago, Ed. D., Chair

Reviewed as to form and legality

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

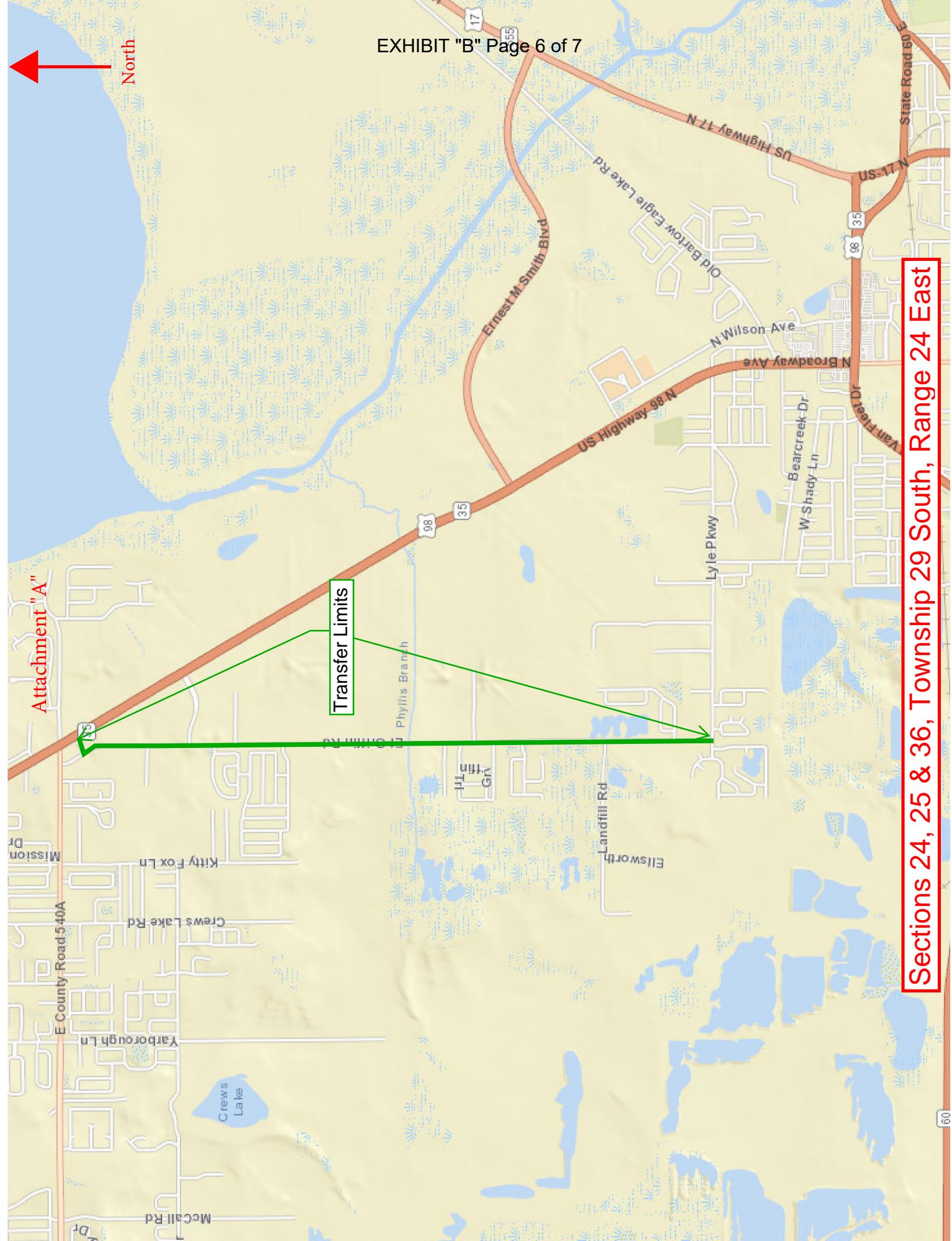
\_\_\_\_\_  
County Attorney's Office

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North

Attachment "A"

Transfer Limits



Sections 24, 25 & 36, Township 29 South, Range 24 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: All of E F Griffin Road

## COUNTY DEED

**THIS DEED**, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW**, a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, 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:

**All of E F Griffin Road from US Highway 98 S, south to Lyle Parkway.**

**Including, but not limited to those parts of the rights-of-ways for E F Griffin Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 209 through 211, any rights-of-way dedicated by Plats and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Sections 24, 25 and 36, Township 29 South, Range 24 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, a political**  
**subdivision of the state of Florida**

By: \_\_\_\_\_  
**Martha Santiago, Ed. D., Chair**  
**Board of County Commissioners**

**(Seal)**

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF BARTOW, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF SMITH LANE FROM E F GRIFFIN ROAD, EAST TO US HIGHWAY 98  
S, BARTOW, FLORIDA.**

This is an Agreement by and between the City of Bartow, 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**, Smith Lane is an Urban Collector 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 all of Smith Lane from E F Griffin Road, east to US Highway 98 S, (ROAD), 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:

**All of Smith Lane from E F Griffin Road, east to US Highway 98 S.**

**Including, but not limited to those parts of the rights-of-ways for Smith Lane that lies within the above-described corridor, as depicted, or described in the following documents: Rights-of-way recorded Official Records Book 7085 at Pages 222 through 224, Book 7085 at Pages 273 through 275 and any other deeded rights-of-way as recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. Subject to that certain Development Agreement as recorded in Official Records Book 6959 at Pages 39 through 106 as recorded in the Public Records of Polk County, Florida.**

**All lying and being in Section 24, Township 29 South, Range 24 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 Bartow 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 applicable 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 Bartow 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 15 day of December, 2025.

ATTEST:

By:

Jacqueline Poole  
Jacqueline Poole, MMC, FCRM, CPM  
City Clerk

Reviewed as to form and legality

  
City Attorney

  
Date

CITY OF BARTOW

By:

  
Tanya L. Tucker, Mayor

This 15 day of December, 2025

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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 \_\_\_\_\_, 2026.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

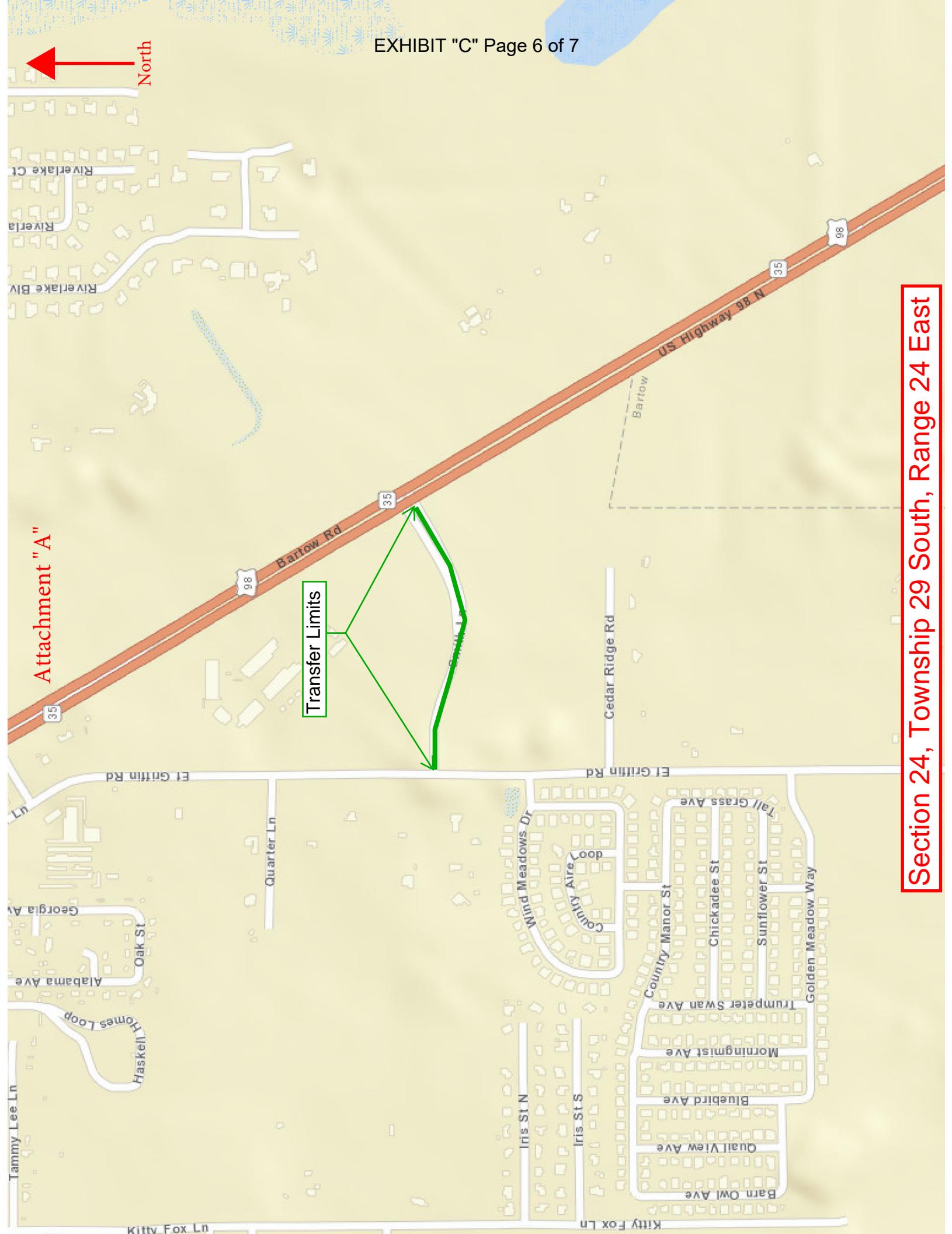
\_\_\_\_\_  
Martha Santiago, Ed. D., Chair

Reviewed as to form and legality

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

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

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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: All of Smith Lane

## COUNTY DEED

**THIS DEED**, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW**, a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, 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:

**All of Smith Lane from E F Griffin Road, east to US Highway 98 S.**

**Including, but not limited to those parts of the rights-of-ways for Smith Lane that lies within the above-described corridor, as depicted, or described in the following documents: Rights-of-way recorded Official Records Book 7085 at Pages 222 through 224, Book 7085 at Pages 273 through 275 and any other deeded rights-of-way as recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. Subject to that certain Development Agreement as recorded in Official Records Book 6959 at Pages 39 through 106 as recorded in the Public Records of Polk County, Florida.**

**All lying and being in Section 24, Township 29 South, Range 24 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, a political subdivision of the state of Florida**

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

**Martha Santiago, Ed. D., Chair**  
**Board of County Commissioners**

**(Seal)**

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF BARTOW, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF CEDAR RIDGE ROAD FROM E F GRIFFIN ROAD TO DEAD END  
EAST, BARTOW, FLORIDA.**

This is an Agreement by and between the City of Bartow, 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**, Cedar Ridge 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 all of Cedar Ridge Road from E F Griffin Road to dead end east, (ROAD), 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:

**All of Cedar Ridge Road from E F Griffin Road to dead end east.**

**Including, but not limited to those parts of the rights-of-ways for Cedar Ridge Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 5 at Page 270 and any deeds recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 24, Township 29 South, Range 24 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 Bartow 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 applicable 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.

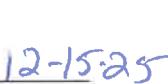
IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: Jacqueline Poole  
Jacqueline Poole, MMC, FCRM, CPM  
City Clerk

Reviewed as to form and legality

  
City Attorney

  
12-15-25  
Date

CITY OF BARTOW

By: Tanya L. Tucker  
Tanya L. Tucker, Mayor

This 15 day of December, 2025

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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 \_\_\_\_\_, 2026.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

\_\_\_\_\_  
Martha Santiago, Ed. D., Chair

Reviewed as to form and legality

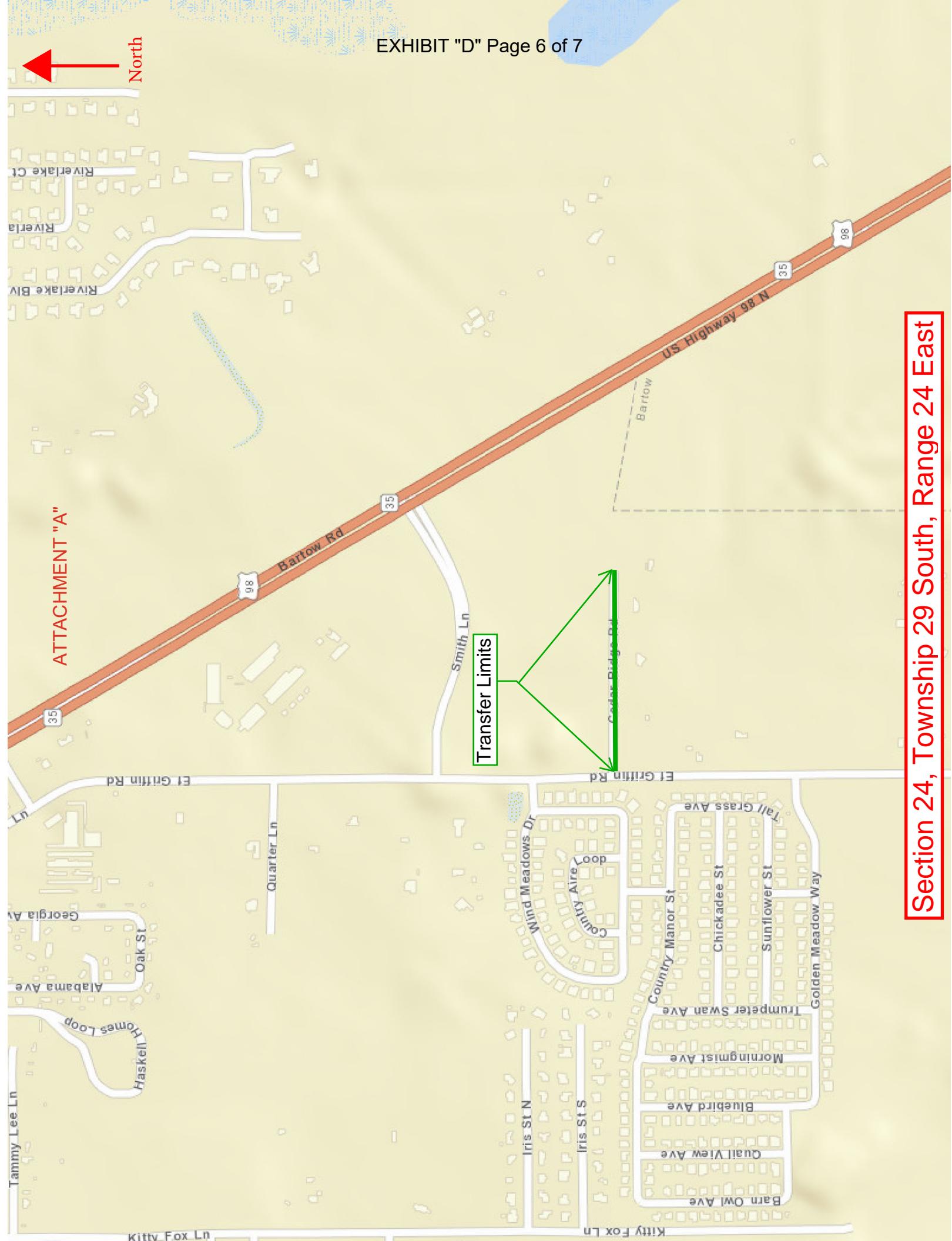
This \_\_\_\_\_ day of \_\_\_\_\_, 2026

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

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North

ATTACHMENT "A"



Section 24, Township 29 South, Range 24 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: Melanea Hough  
Road Transfer: All of Cedar Ridge Road

**COUNTY DEED**

**THIS DEED**, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW**, a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, 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:

**All of Cedar Ridge Road from E F Griffin Road to dead end east.**

**Including, but not limited to those parts of the rights-of-ways for Cedar Ridge Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 5 at Page 270 and any deeds recorded in the Public Records of Polk County, Florida, that lies along the above-described corridor.**

**All lying and being in Section 24, Township 29 South, Range 24 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

**(Seal)**

**GRANTOR:**

**Polk County, Florida, a political subdivision of the state of Florida**

By: \_\_\_\_\_  
**Martha Santiago, Ed. D., Chair**  
**Board of County Commissioners**

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF BARTOW, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF ERNEST M SMITH BOULEVARD FROM US HIGHWAY 98 S, EAST TO  
US HIGHWAY 17 S, LESS RIGHT-OF-WAY FOR OLD BARTOW EAGLE LAKE  
ROAD NORTH OF ERNEST M SMITH BOULEVARD, BARTOW, FLORIDA.**

This is an Agreement by and between the City of Bartow, 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**, Ernest M Smith Boulevard is an Urban Collector 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 all of Ernest M Smith Boulevard from US Highway 98 S, east to US Highway 17 S, less right-of-way for Old Bartow Eagle Lake Road north of Ernest M Smith Boulevard, (ROAD), 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:

**All of Ernest M Smith Boulevard from US Highway 98 S, east to US Highway 17 S, less right-of-way for Old Bartow Eagle Lake Road north of Ernest M Smith Boulevard.**

**Including, but not limited to those parts of the rights-of-ways for Ernest M Smith Boulevard that lies within the above-described corridor, as depicted, or described in the following documents: Deeded rights-of-way as recorded in Official Records Book 8282 at Pages 1800 through 1828, Book 8425 at Pages 695 through 698 and Book 8519 at Pages 1241 through 1255, any rights-of-way dedicated by Plats and any other deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Sections 28, 29, 30 and 32, Township 29 South, Range 25 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 Bartow 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 applicable 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 Bartow 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 15 day of December, 2025.

ATTEST:

By:

Jacqueline Poole, MMC, FCRM, CPM  
City Clerk

Reviewed as to form and legality

  
City Attorney

12-15-25  
Date

CITY OF BARTOW

By:

  
Tanya L. Tucker, Mayor

This 15 day of December, 2025

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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 \_\_\_\_\_, 2026.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

\_\_\_\_\_  
Martha Santiago, Ed. D., Chair

Reviewed as to form and legality

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

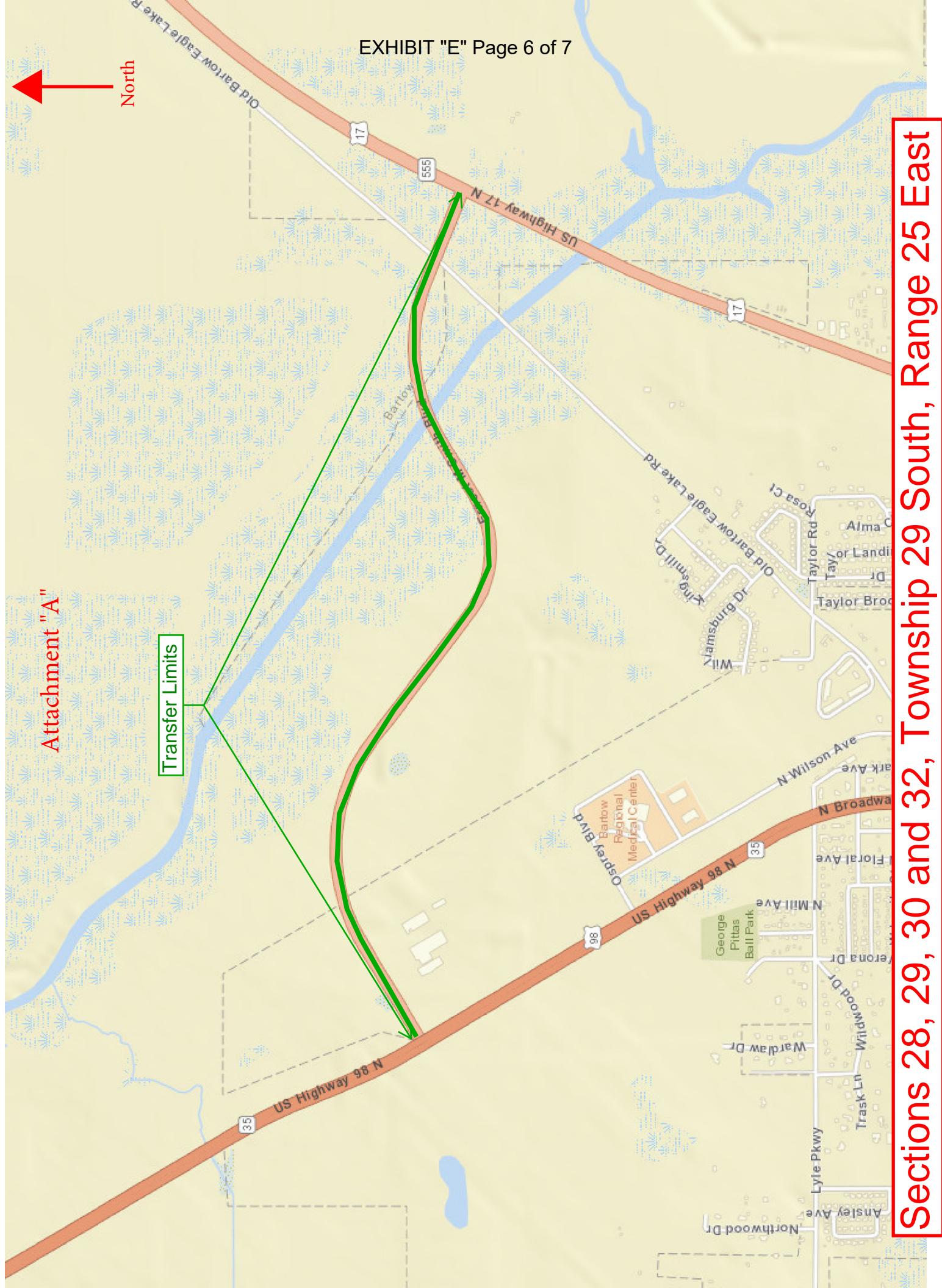
\_\_\_\_\_  
County Attorney's Office

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North

## Attachment "A"

## Transfer Limits



Sections 28, 29, 30 and 32, Township 29 South, Range 25 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: All of Ernest M Smith Boulevard

## COUNTY DEED

**THIS DEED**, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW**, a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, 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:

**All of Ernest M Smith Boulevard from US Highway 98 S, east to US Highway 17 S, less right-of-way for Old Bartow Eagle Lake Road north of Ernest M Smith Boulevard.**

**Including, but not limited to those parts of the rights-of-ways for Ernest M Smith Boulevard that lies within the above-described corridor, as depicted, or described in the following documents: Deeded rights-of-way as recorded in Official Records Book 8282 at Pages 1800 through 1828, Book 8425 at Pages 695 through 698 and Book 8519 at Pages 1241 through 1255, any rights-of-way dedicated by Plats and any other deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Sections 28, 29, 30 and 32, Township 29 South, Range 25 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**

**(Seal)**

**GRANTOR:**

**Polk County, Florida, a political subdivision of the state of Florida**

By: \_\_\_\_\_  
**Martha Santiago Ed. D., Chair**  
**Board of County Commissioners**

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF BARTOW, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR A PORTION OF OLD BARTOW EAGLE LAKE ROAD FROM ERNEST M  
SMITH BOULEVARD, SOUTH TO WILSON ROAD, BARTOW, FLORIDA.**

This is an Agreement by and between the City of Bartow, 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**, Old Bartow Eagle Lake Road is an Urban Collector 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 a portion of Old Bartow Eagle Lake Road from Ernest M Smith Boulevard, south to Wilson Road, (ROAD), 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:

**A portion of Old Bartow Eagle Lake Road from Ernest M Smith Boulevard, south to Wilson Road.**

**Including, but not limited to those parts of the rights-of-ways for Old Bartow Eagle Lake Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 19, Pages 1 through 17 and Map Book 2, Pages 96 through 100, any rights-of-way dedicated by Plat and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Sections 28, 29 and 32, Township 29 South, Range 25 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 Bartow 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 applicable 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 Bartow 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 15 day of December, 2025.

ATTEST:

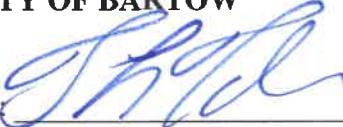
By: Jacqueline Poole  
Jacqueline Poole, MMC, FCRM, CPM  
City Clerk

Reviewed as to form and legality

  
City Attorney

  
Date

CITY OF BARTOW

By:   
Tanya L. Tucker, Mayor

This 15 day of December, 2025

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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 \_\_\_\_\_, 2026.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

\_\_\_\_\_  
Martha Santiago, Ed. D., Chair

Reviewed as to form and legality

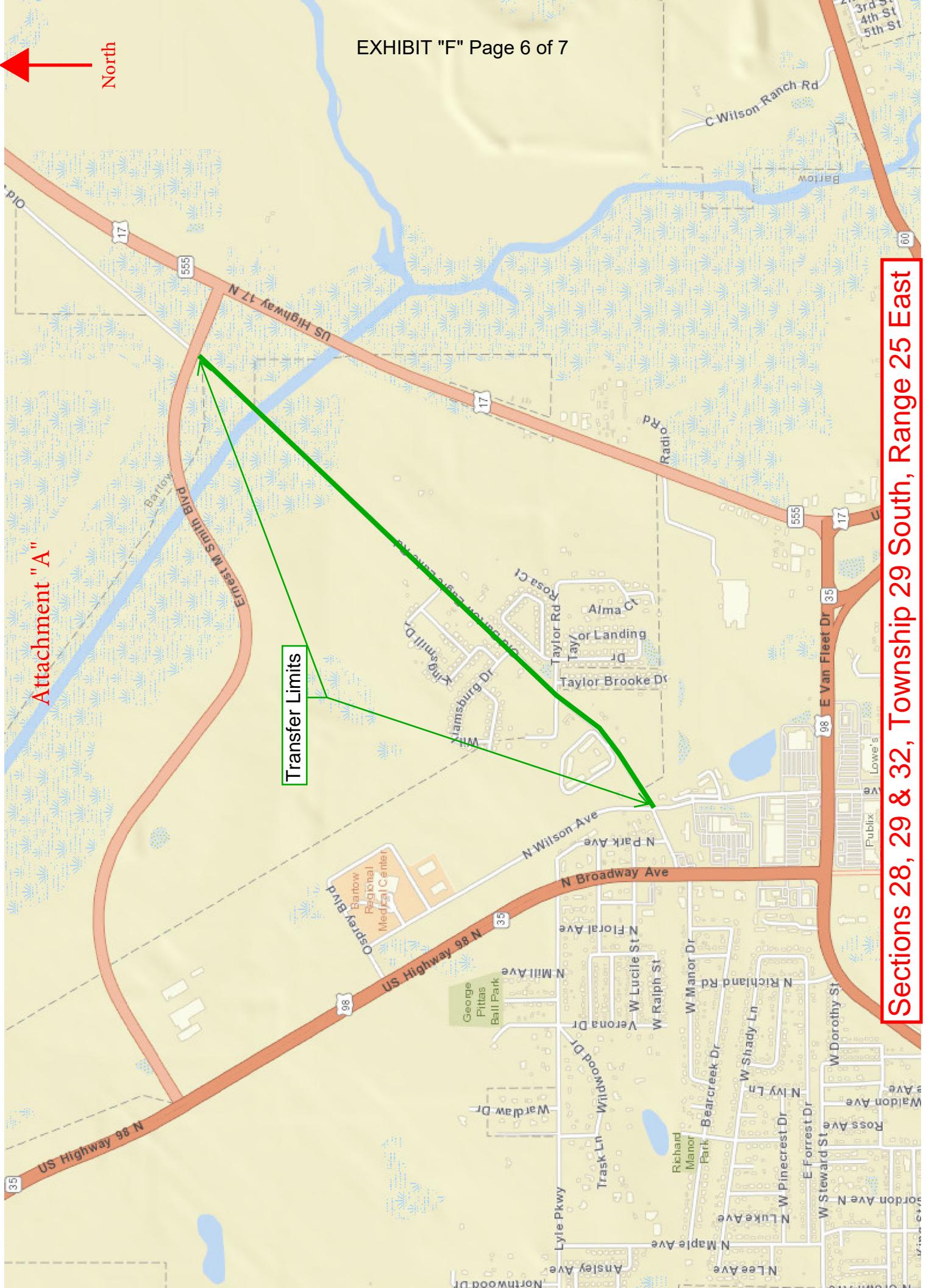
This \_\_\_\_\_ day of \_\_\_\_\_, 2026

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

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North

## Attachment "A"



Sections 28, 29 & 32, Township 29 South, Range 25 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: Portion of Old Bartow Eagle Lake Road

## COUNTY DEED

**THIS DEED**, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW**, a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, 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 Old Bartow Eagle Lake Road from Ernest M Smith Boulevard, south to Wilson Road.**

**Including, but not limited to those parts of the rights-of-ways for Old Bartow Eagle Lake Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 19, Pages 1 through 17 and Map Book 2, Pages 96 through 100, any rights-of-way dedicated by Plat and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Sections 28, 29 and 32, Township 29 South, Range 25 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, a political subdivision of the state of Florida**

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

**Martha Santiago, Ed. D., Chair**  
**Board of County Commissioners**

**(Seal)**

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF BARTOW, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF LYLE PARKWAY FROM E F GRIFFIN ROAD, EAST TO US  
HIGHWAY 98 S, BARTOW, FLORIDA.**

This is an Agreement by and between the City of Bartow, 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**, Lyle Parkway is an Urban Collector 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 all of Lyle Parkway from E F Griffin Road, east to US Highway 98 S, (ROAD), 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:

**All of Lyle Parkway from E F Griffin Road, east to US Highway 98 S.**

**Including, but not limited to those parts of the rights-of-ways for Lyle Parkway that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 209 through 211 and Map Book 2, Pages 216 through 217, any rights-of-way dedicated by Plats and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 36, Township 29 South, Range 24 East and Section 31, Township 29 South, Range 25 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 Bartow 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 applicable 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.

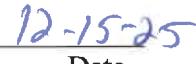
**IN WITNESS WHEREOF**, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: Jacqueline Poole  
Jacqueline Poole, MMC, FCRM, CPM  
City Clerk

Reviewed as to form and legality

  
City Attorney

  
Date

**CITY OF BARTOW**

By: Tanya L. Tucker  
Tanya L. Tucker, Mayor

This 15 day of December, 2025

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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 \_\_\_\_\_, 2026.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

\_\_\_\_\_  
Martha Santiago, Ed. D., Chair

Reviewed as to form and legality

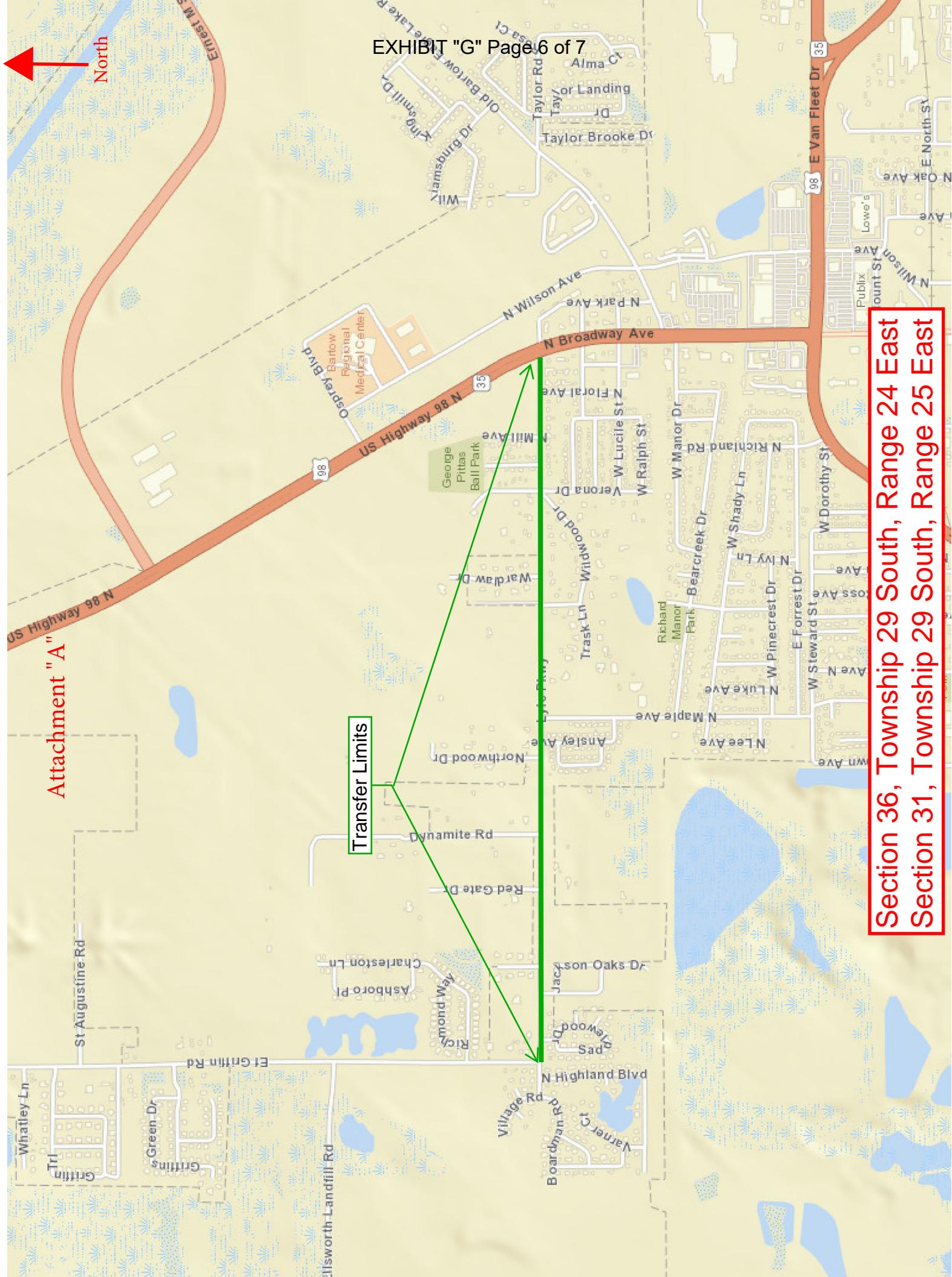
This \_\_\_\_\_ day of \_\_\_\_\_, 2026

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

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North

Attachment "A"



Section 36, Township 29 South, Range 24 East  
 Section 31, Township 29 South, Range 25 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: All of Lyle Parkway

**COUNTY DEED**

**THIS DEED**, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW**, a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, 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:

**All of Lyle Parkway from E F Griffin Road, east to US Highway 98 S.**

**Including, but not limited to those parts of the rights-of-ways for Lyle Parkway that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 209 through 211 and Map Book 2, Pages 216 through 217, any rights-of-way dedicated by Plats and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 36, Township 29 South, Range 24 East and Section 31, Township 29 South, Range 25 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, a political subdivision of the state of Florida**

By: \_\_\_\_\_  
**Martha Santiago, Ed. D., Chair**  
**Board of County Commissioners**

**(Seal)**

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF BARTOW, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF GASKIN ROAD FROM CLOWER STREET, SOUTH TO NORALYN  
MINE ROAD, BARTOW, FLORIDA.**

This is an Agreement by and between the City of Bartow, 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**, Gaskin 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 all of Gaskin Road from Clower Street, south to Noralyn Mine Road, (ROAD), 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:

**All of Gaskin Road from Clower Street, south and east to Noralyn Mine Road.**

**Including, but not limited to those parts of the rights-of-ways for Gaskin Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 357 through 360 and Map Book 4, Pages 333 through 336 and any rights-of-way dedicated by Plat Book 37, Page 47, Plat Book 68, Page 30 and Plat Book 95, Page 3 and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 18, Township 30 South, Range 25 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 Bartow 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 applicable 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 Bartow 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 15 day of December, 2025.

ATTEST:

By:

Jacqueline Poole  
Jacqueline Poole, MMC, FCRM, CPM  
City Clerk

Reviewed as to form and legality

  
City Attorney

12-15-25  
Date

CITY OF BARTOW

By:

Tanya L. Tucker  
Tanya L. Tucker, Mayor

This 15 day of December 2025

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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 \_\_\_\_\_, 2026.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

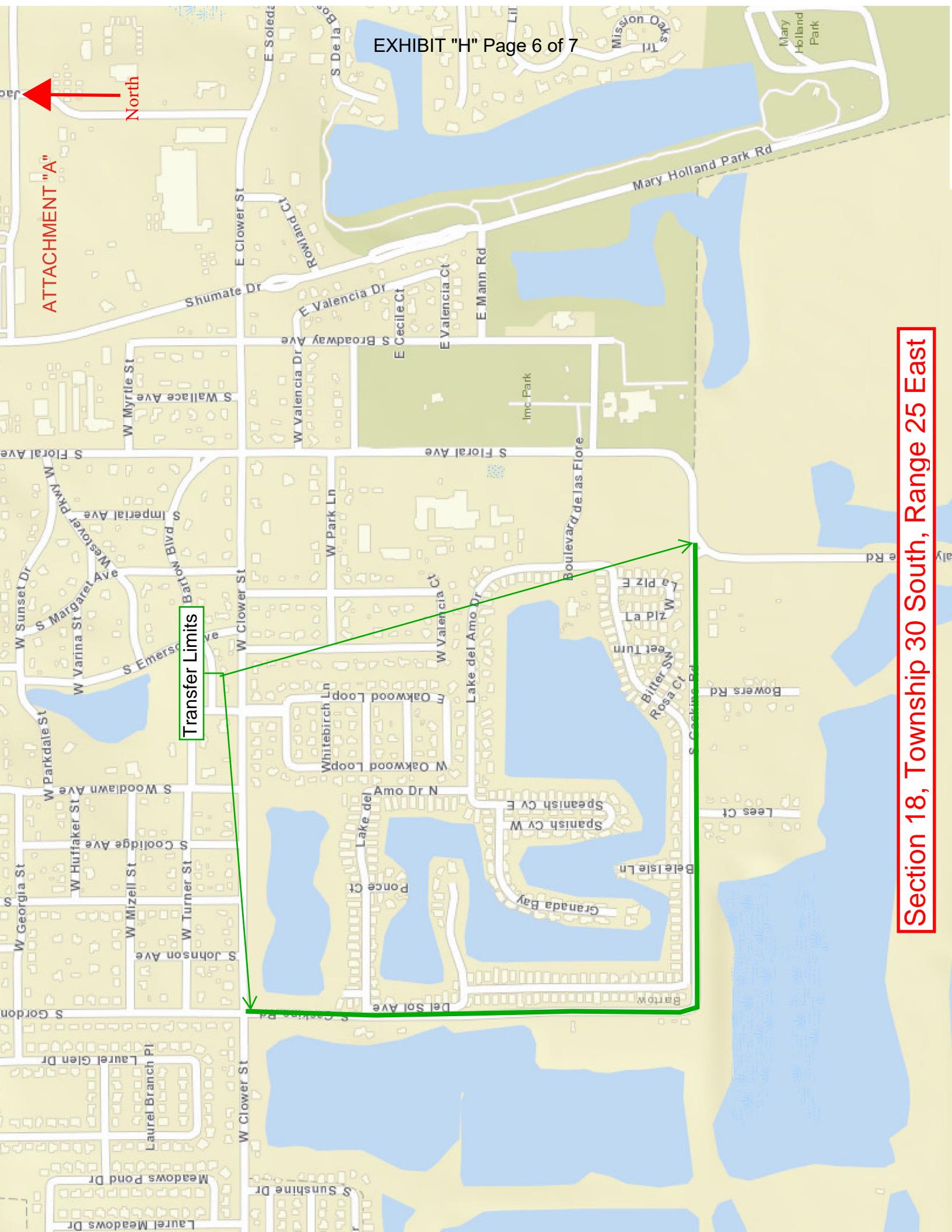
\_\_\_\_\_  
Martha Santiago, Ed. D., Chair

Reviewed as to form and legality

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

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

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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: Melanea Hough  
Road Transfer: All of Gaskin Road

**COUNTY DEED**

**THIS DEED**, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW**, a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, 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:

**All of Gaskin Road from Clower Street, south and east to Noralyn Mine Road.**

**Including, but not limited to those parts of the rights-of-ways for Gaskin Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 357 through 360 and Map Book 4, Pages 333 through 336 and any rights-of-way dedicated by Plat Book 37, Page 47, Plat Book 68, Page 30 and Plat Book 95, Page 3 and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 18, Township 30 South, Range 25 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, a political subdivision of the state of Florida**

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

**Martha Santiago, Ed. D., Chair**  
**Board of County Commissioners**

**(Seal)**

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF BARTOW, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF MANN ROAD FROM US HIGHWAY 17 S TO ITS INTERSECTION  
WITH THE WESTERN RIGHT-OF-WAY OF THE CSX RAILROAD AS DEPICTED  
ON THE TRACK MAP V2 FLA L-22-9A, BARTOW, FLORIDA.**

This is an Agreement by and between the City of Bartow, 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**, Mann 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 all of Mann Road from US Highway 17 S to its intersection with the western right-of-way of the CSX Railroad as depicted on the Track Map V2 FLA L-22-9A, (ROAD), 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:

**All of Mann Road from US Highway 17 S, east to its intersection with the western right-of-way of the CSX Railroad as depicted on the Track Map V2 FLA L-22-9A.**

**Including, but not limited to those parts of the rights-of-ways for Mann Road that lies within the above-described corridor, as depicted, or described in the following documents:  
Maintained Right-of-Way as recorded in Map Book 7, Page 292 and any rights-of-way dedicated by Plat Book 10, Page 6 and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Sections 16 and 17, Township 30 South, Range 25 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 Bartow 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 applicable 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 Bartow 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 BARTOW**

By: \_\_\_\_\_  
Jacqueline Poole, MMC, FCRM, CPM  
City Clerk

Reviewed as to form and legality

By: \_\_\_\_\_  
Tanya L. Tucker, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
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 \_\_\_\_\_, 2026.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

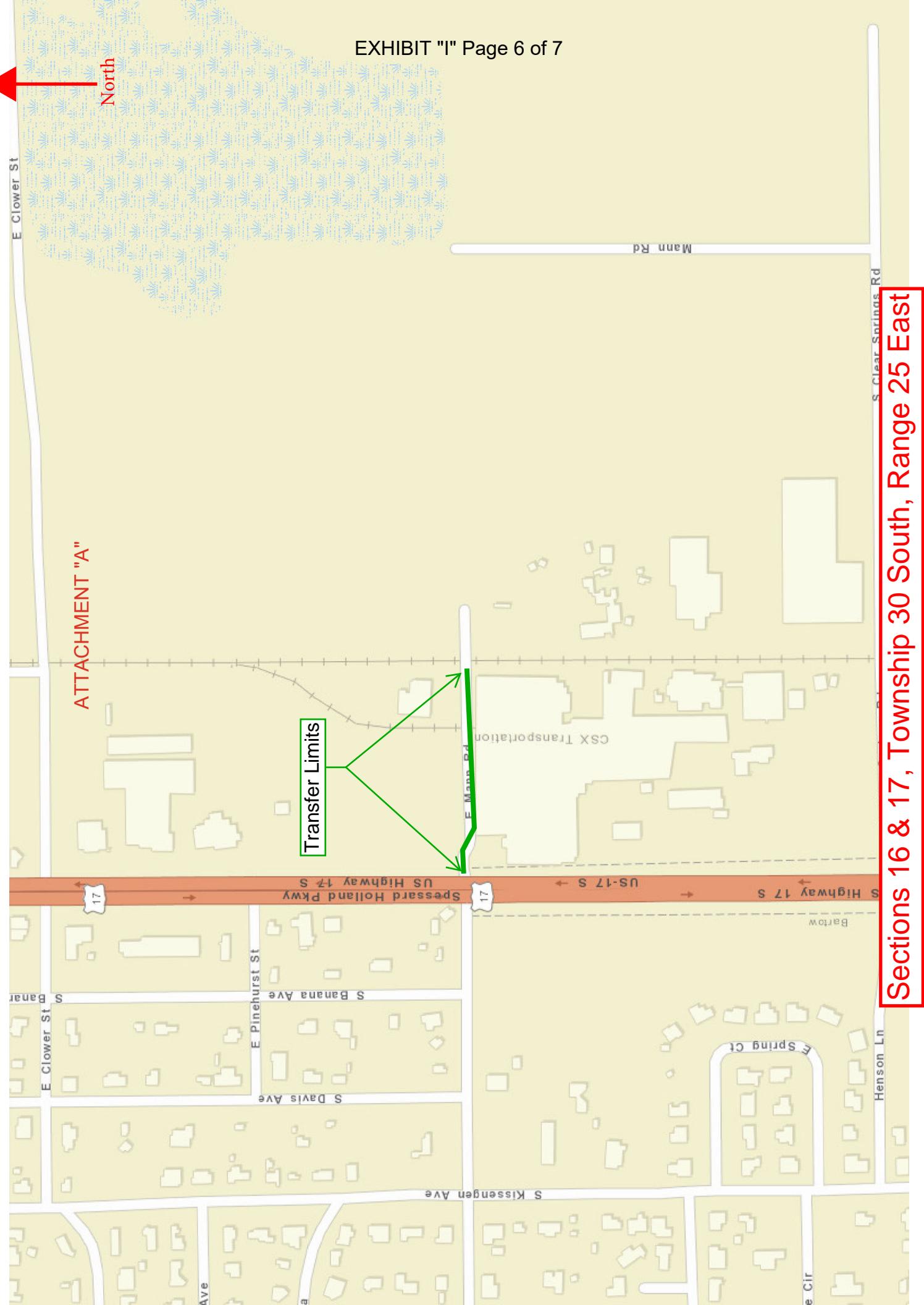
\_\_\_\_\_  
Martha Santiago Ed. D., Chair

Reviewed as to form and legality

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

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

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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: Melanea Hough  
Road Transfer: All of Mann Road

## COUNTY DEED

**THIS DEED**, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW**, a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, 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:

**All of Mann Road from US Highway 17 S, east to its intersection with the western right-of-way of the CSX Railroad as depicted on the Track Map V2 FLA L-22-9A.**

Including, but not limited to those parts of the rights-of-ways for Mann Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 7, Page 292 and any rights-of-way dedicated by Plat Book 10, Page 6 and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

**All lying and being in Sections 16 and 17, Township 30 South, Range 25 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

(Seal)

**GRANTOR:**

**Polk County, Florida, a political subdivision of the state of Florida**

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

**Martha Santiago, Ed. D., Chair**  
**Board of County Commissioners**

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF BARTOW, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF CLEAR SPRINGS MINE ROAD FROM US HIGHWAY 17 SOUTH TO  
DEAD END EAST, LESS THE PORTION VACATED IN OFFICIAL RECORDS BOOK  
3764, PAGES 1447 THROUGH 1450, BARTOW, FLORIDA.**

This is an Agreement by and between the City of Bartow, 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**, Clear Springs Mine Road is a Local Commercial 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 all of Clear Springs Mine Road from US Highway 17 South to dead end east, less the portion vacated in Official Records Book 3764, Pages 1447 through 1450, (ROAD), 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:

**All of Clear Springs Mine Road from US Highway 17 S to dead end east, less the portion  
vacated in Official Records Book 3764, Pages 1447 through 1450.**

**Including, but not limited to those parts of the rights-of-ways for Clear Springs Mine Road  
that lies within the above-described corridor, as depicted, or described in the following  
documents: Any deeded rights-of-way recorded in the Public Records of Polk County,  
Florida that lies along the above-described corridor.**

**All lying and being in Section 16, Township 30 South, Range 25 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 Bartow 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 applicable 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 Bartow 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 15 day of December, 2025.

ATTEST:

By: Jacqueline Poole  
Jacqueline Poole, MMC, FCRM, CPM  
City Clerk

Reviewed as to form and legality

  
City Attorney

  
Date

CITY OF BARTOW

  
By: Tanya L. Tucker

Tanya L. Tucker, Mayor

This 15 day of December, 2025

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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 \_\_\_\_\_, 2026.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

\_\_\_\_\_  
Martha Santiago, Ed. D., Chair

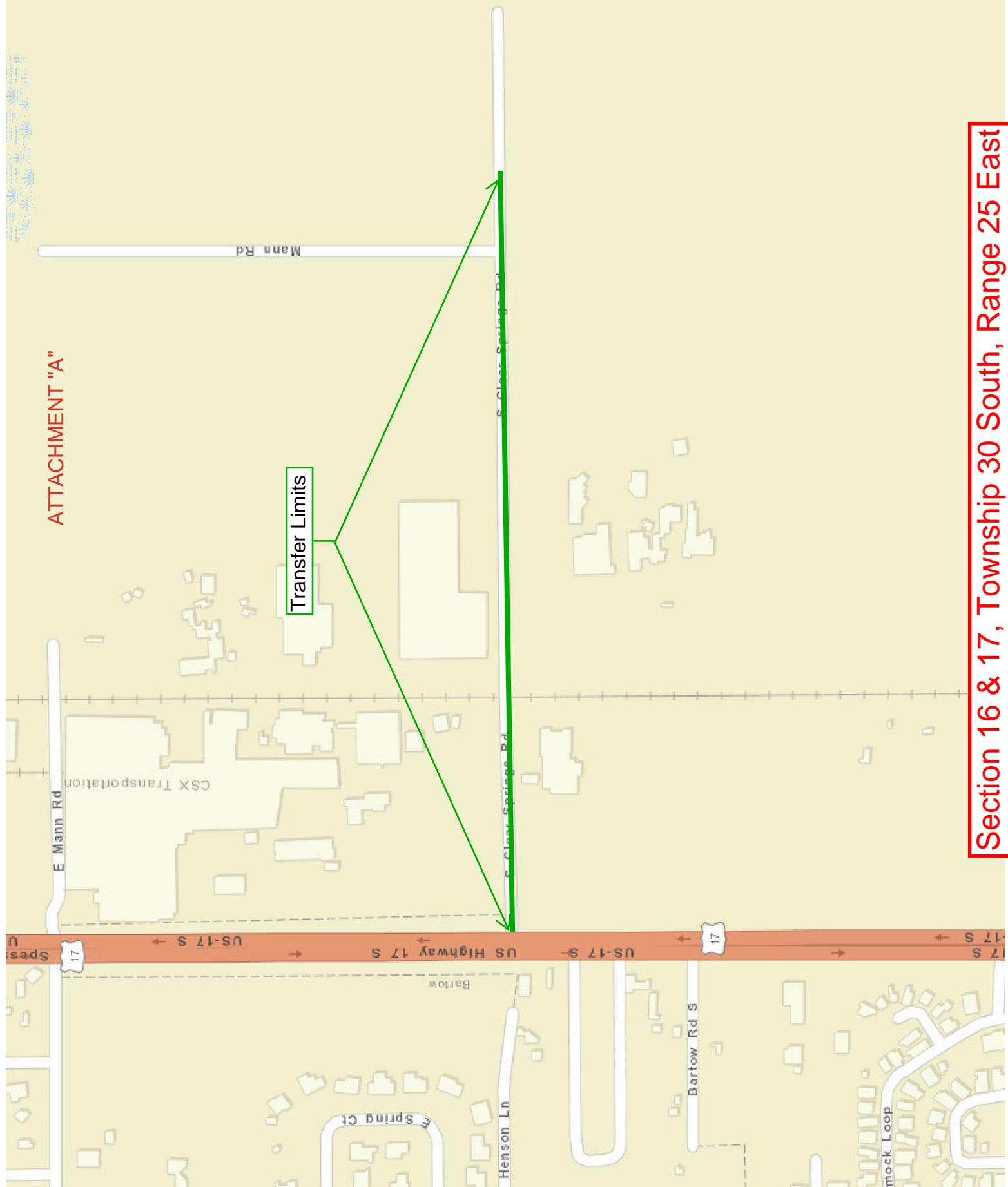
Reviewed as to form and legality

This \_\_\_\_\_ day of \_\_\_\_\_, 2026

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

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North



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: Melanea Hough  
Road Transfer: All of Clear Springs Mine Road

**COUNTY DEED**

**THIS DEED**, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW**, a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, 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:

**All of Clear Springs Mine Road from US Highway 17 S to dead end east, less the portion vacated in Official Records Book 3764, Pages 1447 through 1450.**

**Including, but not limited to those parts of the rights-of-ways for Clear Springs Mine Road that lies within the above-described corridor, as depicted, or described in the following documents: Any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 16, Township 30 South, Range 25 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, a political subdivision of the state of Florida**

By: \_\_\_\_\_  
**Martha Santiago. Ed. D., Chair**  
**Board of County Commissioners**

**(Seal)**