

North

Transfer Limits

Section 31, Township 29 South, Range 27 East

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF WINTER HAVEN, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF McCLEAN ROAD FROM OLD BARTOW LAKE WALES ROAD TO  
DEAD END NORTH, IN WINTER HAVEN, FLORIDA.**

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

**WITNESSETH**

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

**WHEREAS**, McClean 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 all of McClean Road from Old Bartow Lake Wales Road to dead end north, 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 McClean Road, from Old Bartow Lake Wales Road to dead end north.**

**Including, but not limited to those parts of the rights-of-ways for McClean Road that lie within the above-described corridor, as depicted, or described in the following documents: All of McClean Road as depicted on Quit Claim Deeds as recorded in Official Records Book 11964 Pages 890 through 897 and Official Records Book 12719 at Pages 345 through 349 all of the Public Records of Polk County, Florida, that lies along the above-described corridor.**

**All lying and being in Section 31, Township 29 South, Range 27 East, Polk County Florida.**

## **SECTION 3: Transfer and acceptance of roads**

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

## **SECTION 4: Liability for torts**

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

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the

City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

#### **SECTION 5: Costs of transfer of public roads**

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

#### **SECTION 6: Amendments**

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

#### **SECTION 7: Severability**

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

#### **SECTION 8: Term**

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

IN WITNESS WHEREOF, the City of Winter Haven has made and executed this Agreement on the date shown below, through its City Commission, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 23rd day of June, 2025.

ATTEST:

By: Vanessa Castillo  
Vanessa Castillo, MMC City Clerk

CITY OF WINTER HAVEN

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

This 23rd day of June, 2025

Reviewed as to form and legality

Frederick J. Murphy, Jr. 6-23-25  
Frederick J. Murphy, Jr., City Attorney Date

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

ATTEST:  
Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

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

\_\_\_\_\_  
T.R. Wilson, Chairman

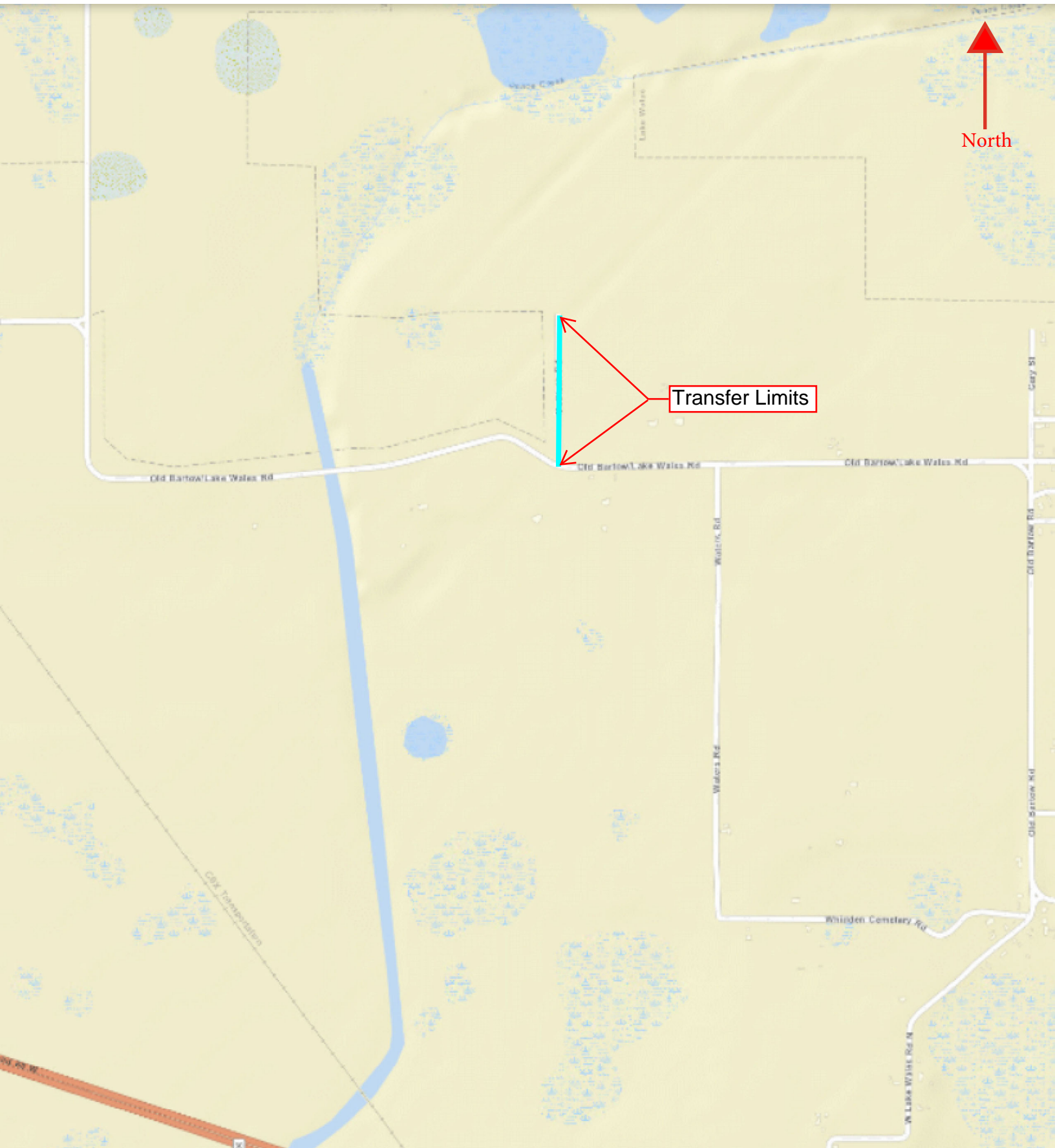
This \_\_\_\_ day of \_\_\_\_\_, 2025

Reviewed as to form and legality

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

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# Attachment "A"



Section 31, Township 29 South, Range 27 East



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

## **COUNTY DEED**

**THIS DEED**, made this 15th day of July, 2025 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN**, a Florida Municipal Corporation, whose address is, P.O. Box 2277, Winter Haven, FL 33883-2277, 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 McClean Road, from Old Bartow Lake Wales Road to dead end north.**

**Including, but not limited to those parts of the rights-of-ways for McClean Road that lie within the above-described corridor, as depicted, or described in the following documents: All of McClean Road as depicted on Quit Claim Deeds as recorded in Official Records Book 11964 Pages 890 through 897 and Official Records Book 12719 at Pages 345 through 349 all of the Public Records of Polk County, Florida, that lies along the above-described corridor.**

**All lying and being in Section 31, Township 29 South, Range 27 East, Polk County Florida.**

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

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

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

By: \_\_\_\_\_  
**T.R. Wilson, Chairman**  
**Board of County Commissioners**

**(Seal)**