

Sections 05 & 08, Township 29 South, Range 26 East

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF EAGLE LAKE, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR A PORTION OF GILBERT STREET FROM THE EASTERLY RIGHT-OF-WAY  
OF CAMERON ROAD TO DEAD END EAST, IN EAGLE LAKE, POLK COUNTY,  
FLORIDA.**

This is an Agreement by and between the City of Eagle Lake, 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**, that portion of Gilbert Street is an Urban Collector Road and is within the County Road System that lies adjacent to the corporate limits of the CITY; and

**WHEREAS**, CITY has requested, and POLK has agreed to the transfer of a portion of Gilbert Street from the easterly right-of-way of Cameron Road to dead end east as more particularly described in Section 2 herein, (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 Gilbert Street from the easterly right-of-way of Cameron Road to dead end east.**

**Included, but not limited to, those parts of the rights-of-ways for Gilbert Street that lies within the above-described corridor, as dedicated, depicted, or described in the following documents: Rights-of-Way dedicated by the plats recorded in Plat Book 1 at Pages 82A through 82B and Plat Book 141 at Pages 43 through 44 and deeded right-of-way as described in Official Records Book 4819 at Pages 2195 through 2196, Official Records Book 4819 at Pages 2200 through 2201, Official Records Book 4819 at Pages 2202 through 2203, Official Records Book 13922 at Pages 305 through 308, and any other dedicated or deeded right-of-way as recorded in the Public Records of Polk County, Florida, that lies along the above described corridor.**

**All lying and being in Sections 05 and 08, Township 29 South and Range 26 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 Eagle Lake Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

**SECTION 4: Liability for torts**

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set

forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under application Florida law.

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

#### **SECTION 5: Costs of transfer of ROAD**

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

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

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

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

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

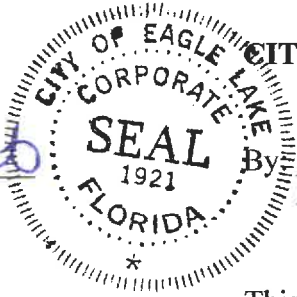
#### **SECTION 8: Term**

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

IN WITNESS WHEREOF, the City of Eagle Lake 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 4<sup>th</sup> day of May, 2026.

ATTEST:

By: Dawn Wright  
Dawn Wright, City Clerk



By: Steve Metosh  
Steve Metosh  
Vice Mayor

This 4<sup>th</sup> day of May, 2026

Reviewed as to form and legality

Heather Maxwell 5-4-26  
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

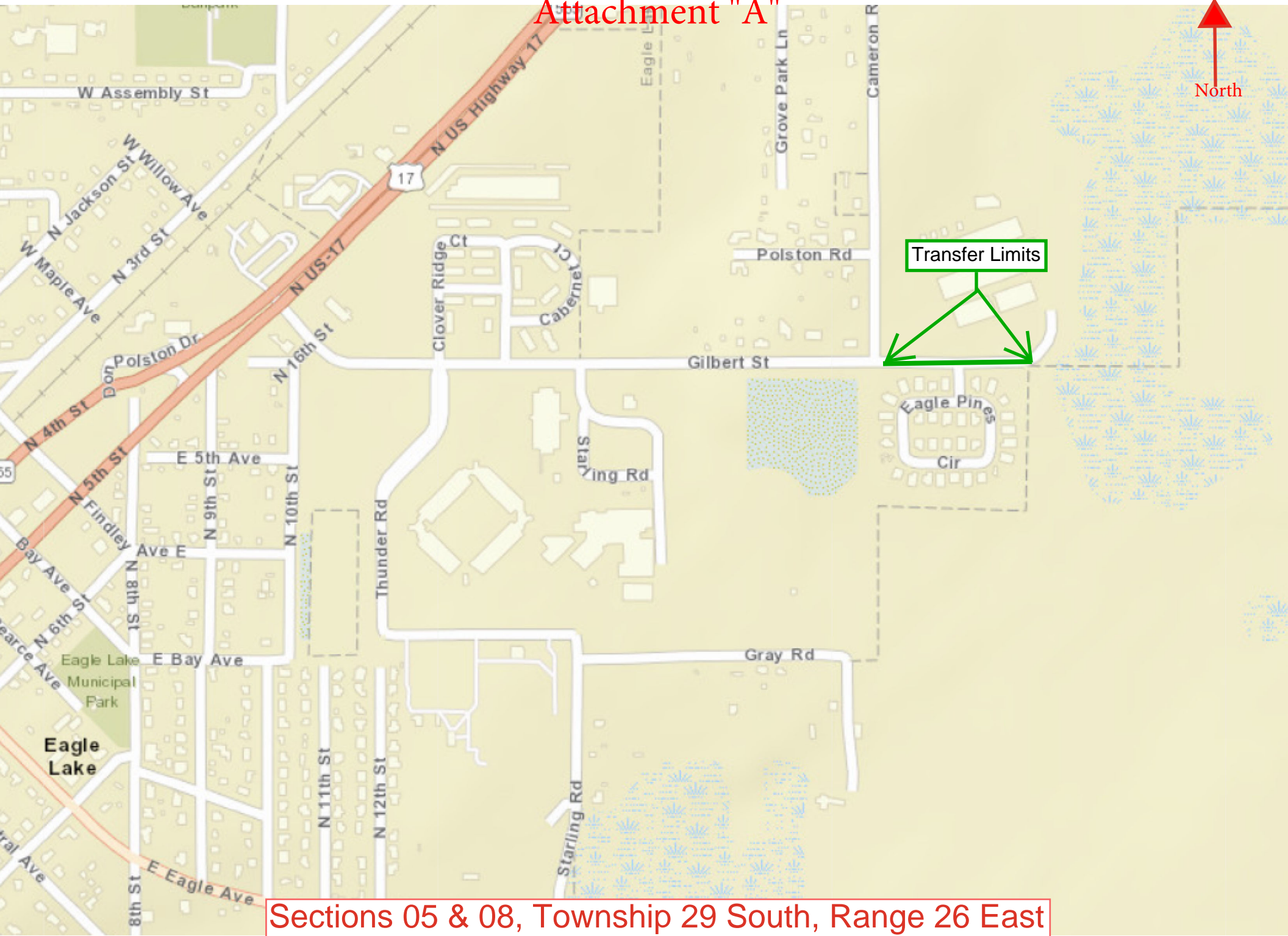
This \_\_\_\_ day of \_\_\_\_\_, 2026

Reviewed as to form and legality

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

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# Attachment "A"



Sections 05 & 08, Township 29 South, Range 26 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 Gilbert Street

## COUNTY DEED

**THIS DEED**, made this 19th day of May, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF EAGLE LAKE**, a Florida Municipal Corporation, whose address is, 75 N. 7th Street, Eagle Lake, Florida 33839, 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 Gilbert Street from the easterly right-of-way of Cameron Road to dead end east.**

**Included, but not limited to, those parts of the rights-of-ways for Gilbert Street that lies within the above-described corridor, as dedicated, depicted, or described in the following documents: Rights-of-Way dedicated by the plats recorded in Plat Book 1 at Pages 82A through 82B and Plat Book 141 at Pages 43 through 44 and deeded right-of-way as described in Official Records Book 4819 at Pages 2195 through 2196, Official Records Book 4819 at Pages 2200 through 2201, Official Records Book 4819 at Pages 2202 through 2203, Official Records Book 13922 at Pages 305 through 308, and any other dedicated or deeded right-of-way as recorded in the Public Records of Polk County, Florida, that lies along the above described corridor. All lying and being in Sections 05 and 08, Township 29 South and Range 26 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**

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

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

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

(Seal)