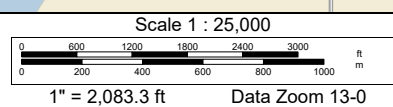
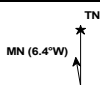


# SECTION 12, TOWNSHIP 30 SOUTH, RANGE 27 EAST

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**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE CITY OF LAKE WALES**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF G.R. ROAD FROM GROVE ROAD THREE NORTH TO BELLEVIEW DRIVE IN LAKE WALES, FLORIDA.**

This is an Agreement by and between the City of Lake Wales, 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**, G. R. Road is a Local Residential Road and is within the County Road System that lies within the corporate limits of the CITY; and

**WHEREAS**, CITY has requested, and POLK has agreed to the transfer of all of G. R. Road from Grove Road Three north to Belleview Drive (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 G. R. Road from Grove Road Three north to Belleview Drive.**

**Including, but not limited to those parts of the rights-of-ways for G.R. Road that lies within the above-described corridor, as depicted, or described in the following document:**

**That Maintained Right-of-Way as depicted on Map Book 6, Pages 331 of the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 12, Township 30 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 via Resolution adopted by the Governing Body of the CITY. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the CITY via Resolution adopted by the Governing Body of the CITY both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road system, will become part of the City of Lake Wales 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 parties hereto have made and executed this Agreement

on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2023, and by City of Lake Wales, through its City Commissioners, signing by and through its Mayor, authorized to execute the same by CITY Commission action on the 7th day of November, 2023.

ATTEST:

By:   
Jennifer Nanek, City Clerk

**CITY OF LAKE WALES**  
City Commissioners

By:   
Jack Hilligoss, Mayor

This 14th day of November, 2023

Reviewed as to form and legality  
  
Albert C. Galloway, City Attorney

ATTEST:  
Stacy M. Butterfield, Clerk

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

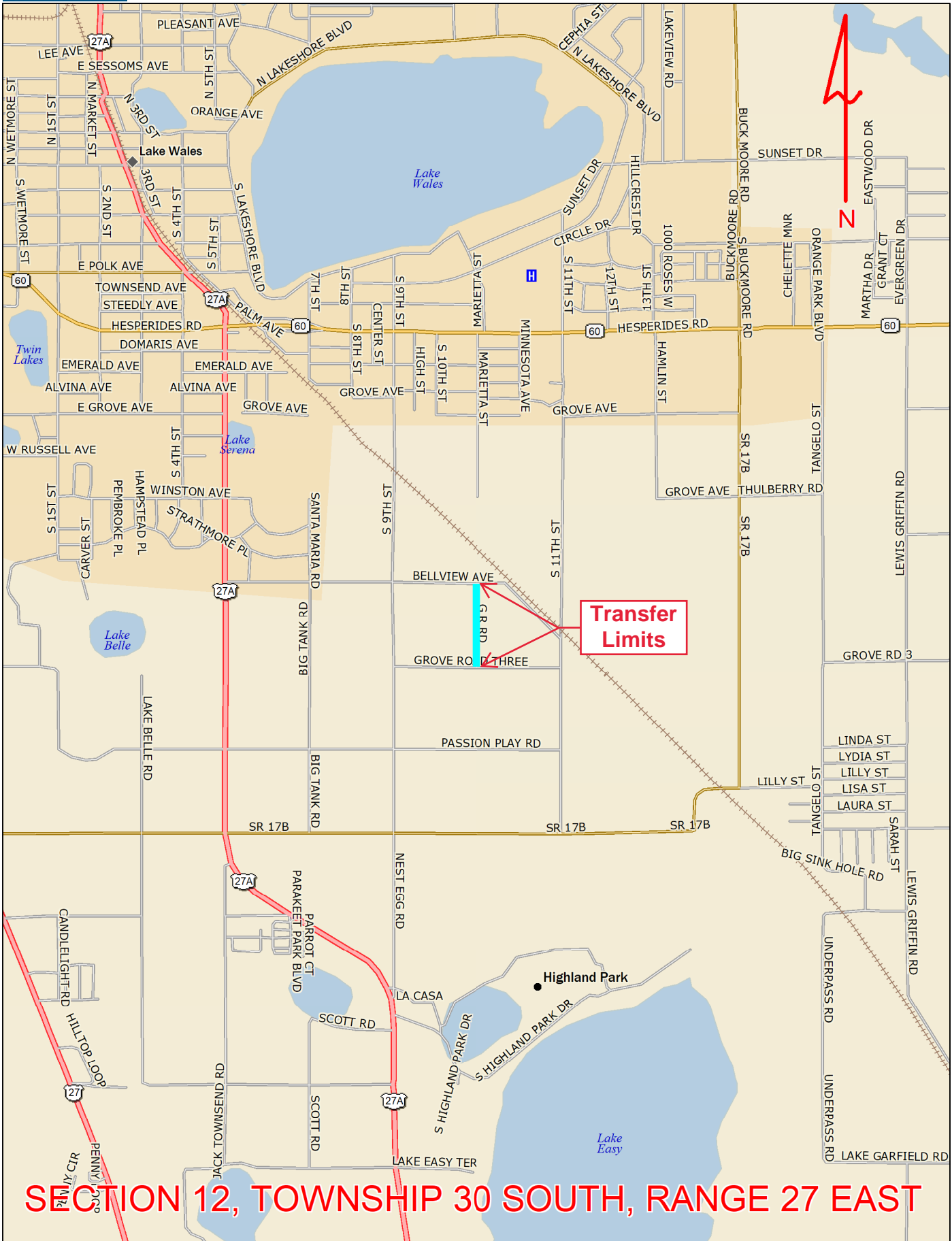
**POLK COUNTY**  
Board of County Commissioners

\_\_\_\_\_  
George Lindsey III, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2023

Reviewed as to form and legality  
\_\_\_\_\_  
County Attorney

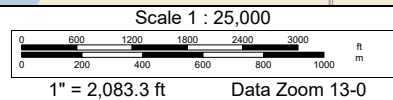
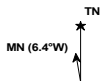
# ATTACHMENT "A"



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

## COUNTY DEED

**THIS DEED**, made this 21st day of November, 2023 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF LAKE WALES**, a Florida Municipal Corporation, whose address is, 201 W. Central Avenue, Lake Wales, FL 33853, 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 G. R. Road from Grove Road Three north to Belleview Drive. Including, but not limited to those parts of the rights-of-ways for G.R. Road that lies within the above-described corridor, as depicted, or described in the following document:**

**That Maintained Right-of-Way as depicted on Map Book 6, Pages 331 of the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 12, Township 30 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 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:**

**GRANTOR:**

**Stacy M. Butterfield  
Clerk to the Board**

**Polk County, Florida**

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

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

**(Seal)**