

SECTION 13, TOWNSHIP 29 SOUTH, RANGE 26 EAST

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Scale 1 : 14,400



1" = 1,200.0 ft

Data Zoom 13-7

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF WINTER HAVEN, FLORIDA

and

POLK COUNTY, FLORIDA

FOR COON LAKE ROAD FROM ELOISE LOOP ROAD/THOMPSON NURSERY ROAD, SOUTH AND THEN WEST TO COUNTY ROAD 653 A/K/A RATTLESNAKE ROAD, 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, COON LAKE ROAD (hereinafter known as the ROAD) is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of the ROAD from Eloise Loop Road/Thompson Nursery Road, south and then west to County Road 653 a/k/a Rattlesnake 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

Coon Lake Road, from Eloise Loop Road/Thompson Nursery Road, south and then west to County Road 653 a/k/a Rattlesnake Road, including Maintained Right-of-Way as recorded in Map Book 7, Pages 282 through 284, of the Public Records of Polk County, Florida and including all Platted Right-of-Way indicated by all plat dedications lying on either side of Coon Lake Road and any deeded Right-of-Way recorded in the Official Records Books of said Public Records, all lying and being in Section 13, Township 29 South, 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 via Resolution adopted by the Governing Body of the CITY. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the CITY via Resolution adopted by the Governing Body of the CITY both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Winter Haven Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

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

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

SECTION 5: Costs of transfer of public roads

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

SECTION 6: Amendments

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

SECTION 7: Severability

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

SECTION 8: Term

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

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

ATTEST:
Vanessa Castillo, Clerk

CITY OF WINTER HAVEN

By: _____
City Clerk

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

This ____ day of _____, 2024

Reviewed as to form and legality

Frederick J. Murphy, Jr., City Attorney Date

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ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

W.C. Braswell, Chairman

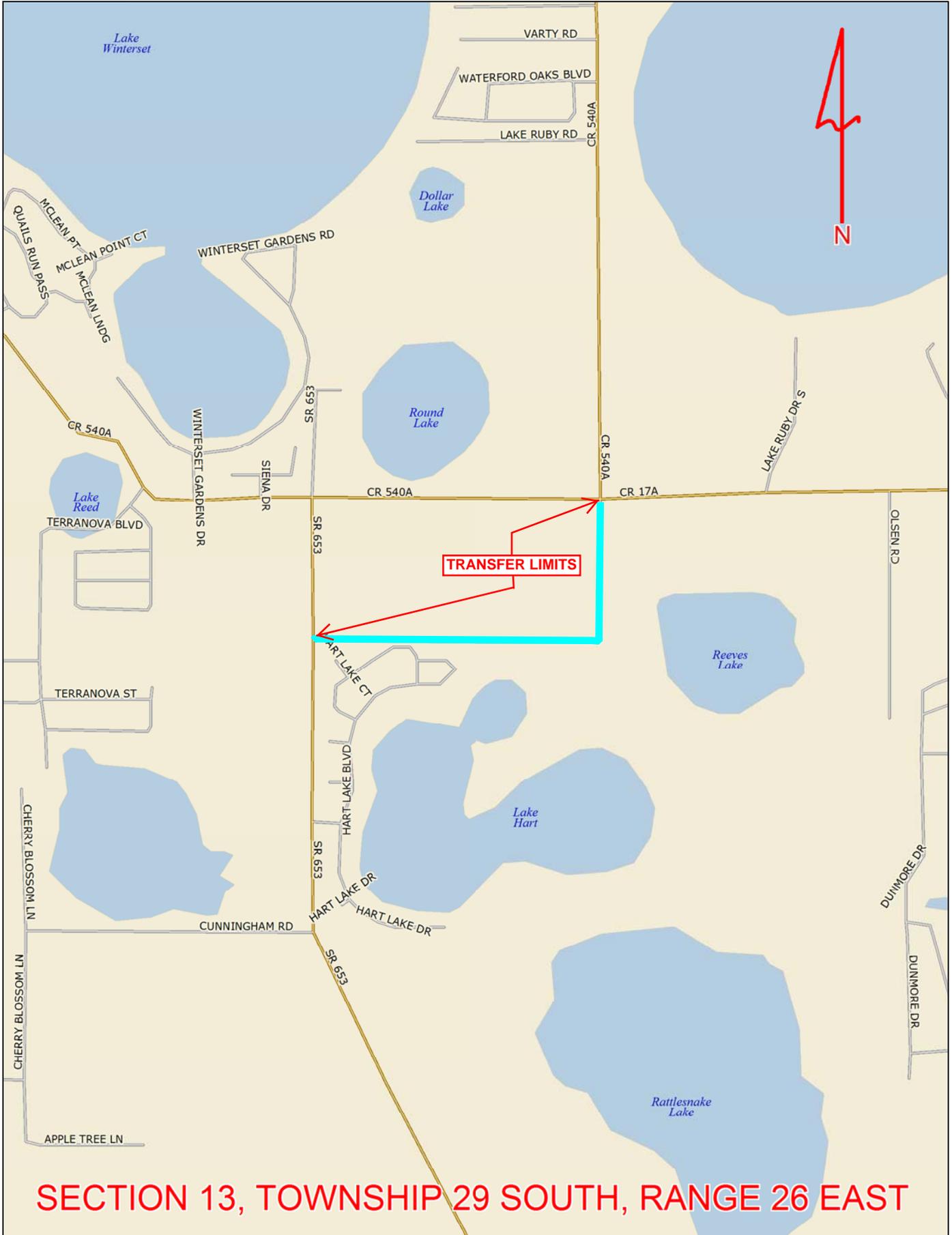
This ____ day of _____, 2024

Reviewed as to form and legality

County Attorney's Office

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ATTACHMENT "A"

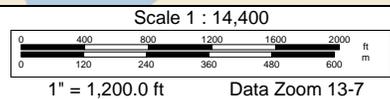


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This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Chris Peterson
Road Transfer: Coon Lake Road

COUNTY DEED

THIS DEED, made this 7th day of May, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN**, a Florida Municipal Corporation, whose address is, 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:

SEE ATTACHMENT "A"

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road as described in ATTACHMENT "A".

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:

Polk County, Florida

By: _____
W. C. Braswell, Chairman
Board of County Commissioners

(Seal)

ATTACHMENT "A"

Coon Lake Road, from Eloise Loop Road/Thompson Nursery Road, south and then west to County Road 653 a/k/a Rattlesnake Road, including Maintained Right-of-Way as recorded in Map Book 7, Pages 282 through 284, of the Public Records of Polk County, Florida and including all Platted Right-of-Way indicated by all plat dedications lying on either side of Coon Lake Road and any deeded Right-of-Way recorded in the Official Records Books of said Public Records, all lying and being in Section 13, Township 29 South, Range 26 East, Polk County, Florida.