

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE TOWN OF DUNDEE, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR ALL OF STALNAKER ROAD FROM STATE ROAD 17 TO DEAD END EAST,  
DUNDEE, FLORIDA.**

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), 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**, Stalnakker Road, a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

**WHEREAS**, TOWN has requested and POLK has agreed to the transfer all of Stalnakker Road from State Road 17 to dead end east, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; 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 TOWN 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 Stalaker Road from State Road 17 to dead end east.**

**Including, but not limited to those parts of the rights-of-ways for Stalaker 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 6, Pages 182 through 184 and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 02, 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 TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN 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 Town of Dundee Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with TOWN.

**SECTION 4: Liability for torts**

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD

from POLK to TOWN, liability for torts shall be in the TOWN, 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 Town'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 TOWN.

#### **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 Town of Dundee has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

**TOWN OF DUNDEE**

By: \_\_\_\_\_  
Trevor Douthat, Town Clerk

By: \_\_\_\_\_  
Sam Pennant, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2024

Reviewed as to form and legality

\_\_\_\_\_  
Frederick J. Murphy, Jr., Town 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 \_\_\_\_\_, 2024.

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"



## Section 02, Township 29 South, Range 27 East

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: Heather Fuentes  
Road Transfer: All of Stalnaker Road

## COUNTY DEED

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, 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 Stalnaker Road from State Road 17 to dead end east.**

**Including, but not limited to those parts of the rights-of-ways for Stalnaker 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 6, Pages 182 through 184 and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Section 02, 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 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: \_\_\_\_\_  
W.C. Braswell, Chairman  
Board of County Commissioners

(Seal)