

RESOLUTION NO. 24-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY APPROVING AND ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEED EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON _____, 2024, IN THE OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, empowers and mandates local governments to plan for future development in order to guide growth and development; and

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, and the exercise of Municipal Home Rule Powers Act (F.S. Chapter 166) and *Article VIII, §2 of the Florida Constitution*, on May 7, 2024, Polk County, a political subdivision of the State of Florida, delivered the *Agreement For The Transfer of Public Roads Between The Town of Dundee, Florida and Polk County, Florida and County Deed* (collectively referred to as the "Agreement") for the conveyance of real property more particularly described therein and attached hereto as **Composite Exhibit "A"** and incorporated herein by reference; and

WHEREAS, on May 28, 2024, the Town Commission of the Town of Dundee, at a duly noticed public meeting, approved the Agreement which provided for the transfer and conveyance of public rights-of-way located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on _____, 2024, the Polk County Board of County Commissioners, at a duly noticed public meeting, approved the Agreement which included, but was not limited to, the County Deed (the "Deed") which provided for the transfer and conveyance of public rights-of-way more particularly described therein; and

WHEREAS, the Deed provided for the transfer and conveyance of public rights-of-way and/or real property located within and/or adjacent to the corporate limits of the Town of Dundee, Florida, to the Town; and

WHEREAS, the Deed was recorded on _____, 2024, in Official Records Book _____, Page _____, of the public records of Polk County, Florida.

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Resolution is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Resolution.

Section 2. Approval and Acceptance. The Town Commission of the Town of Dundee, Florida, hereby affirmatively accepts from Polk County, Florida the conveyance

of said real property described in the County Deed (the "Deed") delivered and recorded on _____, 2024, in Official Records Book _____, Page _____, of the public records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference. Upon receipt of an executed County Deed, the Town Clerk is authorized and directed to record this Resolution in the public records of Polk County, Florida.

Section 3. Administrative Correction of Scrivener's Errors. Any provision in this Resolution may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 4. Conflicts. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 5. Severability. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

READ, PASSED and ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 28th day of May, 2024.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

Composite Exhibit “A”
Resolution No. 24-11

EXHIBIT A

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, Stalnaker 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 Stalnaker 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 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.

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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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)