

RIGHT-OF-WAY DEDICATION AGREEMENT

This Right-Of-Way Dedication Agreement, (“Agreement”) is made and entered into this 25th day of January, 2022, by and between the SCHOOL BOARD OF POLK COUNTY, FLORIDA, a Florida statutory corporation, whose address is P. O. Box 391, Bartow, FL 33831, (the "SCHOOL BOARD"), and the CITY OF HAINES CITY, FLORIDA, a municipal corporation duly enacted under the laws of the State of Florida, whose address is 620 East Main Street, Haines City, FL 33844 (the "CITY").

WHEREAS, the SCHOOL BOARD owns that certain real property' described on Exhibit A attached hereto (the "Real Property"), and

WHEREAS, the Real Property is located within the jurisdiction of the City of Haines City, Florida and within Polk County, Florida; and

WHEREAS, the SCHOOL BOARD is contemplating a future school facility on the Real Property which is located within the US 27 North Ridge area (the "Project"); and

WHEREAS, the Project is located adjacent to Masee Road which is a City Road under the jurisdiction of the City of Haines City, Florida; and

WHEREAS, the Project is located within the U.S. 27 North Ridge selected area plan as set forth in Chapter 6, Article 5 (US 27 North Ridge Selected Area Plan (SAP) Special District) of the CITY's Land Development Regulations; and

WHEREAS, the SCHOOL BOARD proposes to dedicate of portion of the Real Property described on Exhibit B attached hereto (hereinafter referred to as the “Dedication Property”) to the CITY in exchange for the CITY's payment of the fair market value of the Dedication Property to the SCHOOL BOARD; and

WHEREAS, the CITY and SCHOOL BOARD have determined that the proposed dedication of the Dedication Property contemplated by this Agreement meets the objectives of the CITY's Capital Improvements Program or Comprehensive Plan for identified roadway capacity needs; and

WHEREAS, the CITY and the SCHOOL BOARD wish to formalize an agreement whereby the SCHOOL BOARD will dedicate the Dedication Property to the CITY and in exchange for the CITY's payment of the fair market value of the Dedication Property to the SCHOOL BOARD.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into the substantive body of this Agreement.

2. Dedication of the Dedication Property. The parties hereby agree as follows:

a. The SCHOOL BOARD agrees to dedicate the Dedication Property to the CITY to be utilized by the CITY for roadway improvements to Masee Road on the terms and conditions set forth in this Agreement.

b. In exchange for the SCHOOL BOARD's dedication of the Dedication Property to the CITY for roadway improvements to Masee Road, the CITY shall pay the fair market value of the Dedication Property to the SCHOOL BOARD as further set forth in this Agreement.

3. Dedication of the Dedication Property. The dedication of the Dedication Property contemplated by this Agreement shall be consummated on the date that is thirty (30) days following the completion of the Due Diligence Period (as hereinafter defined) (the "Closing Date"). In the event the Closing Date specified is not a business day, the Closing shall be held on the business day next following such date. All expenses incurred by the SCHOOL BOARD or the CITY with respect to this Agreement, including, but not limited to attorneys' fees of the SCHOOL BOARD or the CITY, shall be borne and paid exclusively by the party incurring same, without reimbursement. Real property taxes, if any, on the Dedication Property shall be prorated as of the Closing Date based upon the latest available tax statement. Any documentary tax arising out of the conveyance of the Property, the premium for the title policy and any other fees and charges shall be paid by the SCHOOL BOARD.

4. Fair Market Value of the Dedication Property. The DEVELOPER and the CITY agree that the fair market value of the Dedication Property is fifty-one thousand dollars (\$51,000).

5. Title to Dedication Property. The dedication from the SCHOOL BOARD to the CITY shall be by a warranty deed. On or before the Closing Date, the CITY, at the SCHOOL BOARD's expense, shall order a survey of the Dedication Property and obtain a title commitment for the Dedication Property. The CITY shall examine the title commitment and deliver to the SCHOOL BOARD a written statement of any objections to title. If the SCHOOL BOARD is unable or unwilling to satisfy all of the stated title objections by the Closing Date, the CITY may either (a) waive the title objections and proceed to Closing, or (b) terminate this Agreement, in which case, the SCHOOL BOARD and CITY shall have no further rights, obligations or duties hereunder.

6. Inspections.

a. Access. Subject to the terms and conditions set forth herein, the CITY shall have the right and shall be entitled to enter upon the Dedication Property, at reasonable times beginning on the date first written above (the "Effective Date") and ending thirty (30) days from the Effective Date (the "Due Diligence Period"), at the CITY's sole cost and expense, to inspect the Dedication Property and to determine the feasibility of accepting the dedication from the SCHOOL BOARD.

b. Testing. The CITY shall not perform any inspections or tests requiring invasive methods, including, without limitation, the collection of soil, groundwater or other environmental samples (collectively "Invasive Testing") without the prior written consent of the SCHOOL BOARD. If

the SCHOOL BOARD disapproves and does not allow any Invasive Testing proposed by the CITY, then either party shall have the right to terminate this Agreement and neither party shall have any further rights, obligations or commitments under this Agreement.

c. Restoration and repair. The CITY shall fully and completely repair and restore the Dedication Property in the event of any damage whatsoever caused by the CITY, CITY's agents or consultants during the pendency of this Agreement. To the extent permitted by law, the CITY hereby indemnifies and holds harmless from and against any loss, damage, injury, claim or cause of action the CITY may suffer or incur as a result of the CITY's inspections of the Dedication Property.

7. SCHOOL BOARD's Representations and Warranties. The SCHOOL BOARD hereby warrants and represents to the CITY, as of the date hereof and as of the Closing Date, as follows:

a. The SCHOOL BOARD is a Florida statutory corporation validly existing under the laws of the State of Florida.

b. This Agreement has been duly authorized by all necessary action on the part of the SCHOOL BOARD, has been duly executed and delivered by the SCHOOL BOARD, constitutes the valid and binding agreement of the SCHOOL BOARD and is enforceable in accordance with its terms. To the SCHOOL BOARD's knowledge, there is no other person or entity who has an ownership interest in the Dedication Property or whose consent if required in connection with the SCHOOL BOARD's performance of its obligations hereunder. The person executing this Agreement on behalf of the SCHOOL BOARD has the authority to do so.

c. The execution and delivery of, and the performance by the SCHOOL BOARD of its obligations under this Agreement will not contravene, or constitute a default under any provision of applicable law or regulation, the SCHOOL BOARD's organizational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon the SCHOOL BOARD or to which the Dedication Property is subject.

8. CITY's Representations and Warranties. The CITY hereby warrants and represents to the SCHOOL BOARD, as of the date hereof and as of the Closing Date, as follows:

a. The CITY is a Florida municipal corporation validly existing under the laws of the State of Florida.

b. This Agreement has been duly authorized by all necessary action on the part of the CITY, has been duly executed and delivered by the CITY, constitutes the valid and binding agreement of the CITY and is enforceable in accordance with its terms. There is no other person or entity whose consent is required in connection with the CITY's performance of its obligations hereunder. The person executing this Agreement on behalf of the CITY has the authority to do so.

c. The CITY represents and warrants that as of the Closing it shall have inspected the Dedication Property, conducted such investigation and study on and of the Dedication Property as it deems necessary, and hereby covenants and agrees to waive any and all objections to or complaints about the physical or environmental characteristics and conditions or the Dedication Property.

9. Pre-Suit Mediation. Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Central Florida Mediation Group, LLC shall be selected by striking names from the mediators in that Group. The parties agree to mediate in good faith, be bound by the Mediation Agreement (if any), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation. Litigation and Attorney's Fees. In the event any party to this Agreement should bring suit to enforce or interpret any provision hereof, the predominantly prevailing party shall be entitled to recover reasonable attorney's fees, paralegal's fees, and costs incurred, whether the same be incurred in litigation at the trial level, or upon appeal.

10. Termination. This Agreement may be terminated by mutual consent of the parties hereto or upon default as described in Paragraph 9, below. Upon termination, the parties shall have no further obligation under this Agreement.

11. Defaults. Failure by either party to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within sixty (60) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such sixty (60) day period, the defaulting party fails to commence to cure or remedy the default within such sixty (60) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right to terminate this Agreement by providing ten business (10) days written notice to the defaulting party of such termination. Upon termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

12. Severability. The invalidity or unenforceability of any term or provision of this Agreement or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the Agreement.

13. Entire Agreement. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplement, waived or changed orally, but only by a writing signed by each of the parties hereto.

14. Controlling Laws. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.

15. No Waiver. This Agreement does not, in any way, constitute a waiver of the City's regulatory authority or the application of CITY Code, or any other applicable law, rule or regulation.

16. Effective Date. This Agreement shall become effective on the date of full and complete execution by the parties hereto.

In witness whereof, this agreement has been duly executed by the parties as of the day and year first above written.

ATTEST:

**CITY OF HAINES CITY, FLORIDA, a
municipal corporation**

APPROVED:

Erica Anderson, City Clerk

Morris L. West, Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

Fred Reilly, City Attorney

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Morris L. West and Erica Anderson on behalf of the City of Haines City, a Florida municipal corporation. They are personally known to me or who have produced _____ as identification and who [] did [] did not take an oath.

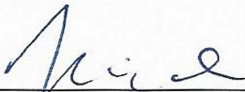
My Commission Expires:


Notary Public, State of Florida


Name Typed or Printed

Signed, sealed and delivered
In the presence of:

THE SCHOOL BOARD OF POLK
COUNTY, FLORIDA, a Florida
statutory corporation


Print Name: Frederick Heid
Superintendent

By: 
Print Name: Sara Beth Wyatt
Title: Board Chair
Date: 1/25/22, 2022


Print Name: Wendy J. Winchester

STATE OF FLORIDA

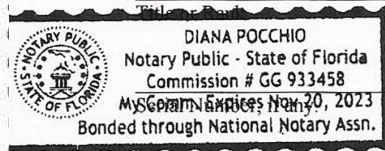
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 25th day of January, 2022,
by Sara Beth Wyatt, _____ of the SCHOOL BOARD OF POLK
COUNTY, FLORIDA, a Florida statutory corporation, who is _____ is personally known
to me or has produced _____ as identification and did (did not) take an
oath.


Signature of Person Taking Acknowledgment

Diana A Pocchio
Name of Acknowledger Typed, Printed or Stamped

Technical Systems Assistant



**EXHIBT A
PROPERTY**

PARCEL ONE:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACTS 25 & 26 IN NW1/4 LESS MAINT RD R/W & LESS COMM NW COR OF TRACT 26 S63-01-15E 270.5 FT TO POB N49-29-40E 20.63 FT N65-10-08E 29.86 FT N89-04-29E 35.37 FT S73-45-59E 37.73 FT S52-48-50E 49.05 FT S46-42-22E 33.83 FT S16-51-53E 19.66 FT S10-01-11E 34.45 FT S06-59-06W 56.29 FT S21-17-34W 29.06 FT S80-38-52W 26.31 FT S84-56-31W 37.51 FT N87-32-07W 37.11 FT N68-30-06W 52.12 FT N45-31-30W 45.57 FT N14-49-48W 55.73 FT N06-53-39E 42.78 FT N30-13-45E 36.09 FT, lying and being in Polk County, Florida.

Parcel ID No. 27-26-31-708500-030251

PARCEL TWO:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 27 IN NW1/4 LESS MAINT RD R/W, lying and being in Polk County, Florida.

Parcel ID No. 27-26-31-708500-030270

PARCEL THREE:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 28 IN NW1/4, lying and being in Polk County, Florida.

Parcel ID No. 27-26-31-708500-030280

EXHIBIT B
DEDICATION PROPERTY

SKETCH OF DESCRIPTION

RIGHT OF WAY DEDICATION
 PORTION OF TRACS 26, 27 AND 28
 FLORIDA DEVELOPMENT COMPANY TRACT
 AND PORTION OF MASSEE ROAD
 PLAT BOOK 3, PAGE 80
 A PORTION OF SECTION 36, TOWNSHIP 26 SOUTH, RANGE 17 EAST
 PALM COUNTY, FLORIDA

WILL BECOME RECORDED FOR RECORDING INFORMATION

DESCRIPTION

COMMENCE AT NORTHEAST CORNER OF TRACT A-1 OF PLAT OF LAKE CHARLES RESORT PHASE 1A, ACCORDING TO PLAT BOOK THREE, AS RECORDED IN PLAT BOOK 176, PAGES 5 THROUGH 10 OF PUBLIC RECORDS PALM COUNTY, FLORIDA; THENCE NORTH 09°17' WEST, A DISTANCE OF 47.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°07'34" WEST, A DISTANCE OF 35.08 FEET; THENCE SOUTH 89°47'18" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°07'34" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°17'41" WEST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 89°07'34" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°17'41" WEST, A DISTANCE OF 500.00 FEET; THENCE SOUTH 89°47'18" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°17'41" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 09°17'41" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°07'34" EAST, A DISTANCE OF 350.34 FEET; THENCE NORTH 89°07'34" EAST, A DISTANCE OF 350.34 FEET; THENCE NORTH 89°07'34" EAST, A DISTANCE OF 411.84 FEET; THENCE NORTH 89°07'34" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 09°17'41" WEST, A DISTANCE OF 8.68 FEET; THENCE NORTH 89°07'34" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 89°07'34" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°07'34" WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 32,884.36 SQUARE FEET OR 0.7506 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND BOUND THEREON FOR ENDEAVOR, BECAUSE OF THE RESTRICTIONS OF RECORD WHICH MAY APPLY TO THE LAND BOUND THEREON.
2. THE SURVEYOR HAS NOT ABSTRACTED THE LAND BOUND THEREON FOR ENDEAVOR, BECAUSE OF THE RESTRICTIONS OF RECORD WHICH MAY APPLY TO THE LAND BOUND THEREON.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND BOUND THEREON FOR ENDEAVOR, BECAUSE OF THE RESTRICTIONS OF RECORD WHICH MAY APPLY TO THE LAND BOUND THEREON.
4. THE SURVEYOR HAS NOT ABSTRACTED THE LAND BOUND THEREON FOR ENDEAVOR, BECAUSE OF THE RESTRICTIONS OF RECORD WHICH MAY APPLY TO THE LAND BOUND THEREON.

THIS SKETCH IS NOT A SURVEY.

SEE NEXT PAGE FOR NOTES

<p>SKETCH OF DESCRIPTION RIGHT OF WAY DEDICATION PORTION OF TRACS 26, 27 AND 28 FLORIDA DEVELOPMENT COMPANY TRACT AND PORTION OF MASSEE ROAD PLAT BOOK 3, PAGE 80 A PORTION OF SECTION 36, TOWNSHIP 26 SOUTH, RANGE 17 EAST PALM COUNTY, FLORIDA</p>				 <p>AMERICAN SURVEYING & MAPPING INC. 1000 1st Street, Suite 100 Palm Beach, Florida 33480 561-833-1111 www.asam-surveying.com</p>	<p>I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AS APPROVED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPING IN CHAPTER 461-12, FLORIDA STATUTES, AND IS SUBJECT TO SECTION 461.12(1), FLORIDA STATUTES.</p> <p>_____ SURVEYOR</p>	
<p>DATE: 10/26/2010</p>	<p>DATE: 10/26/2010</p>	<p>DATE: 10/26/2010</p>	<p>DATE: 10/26/2010</p>			

