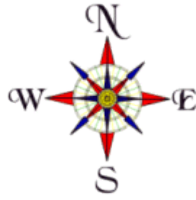
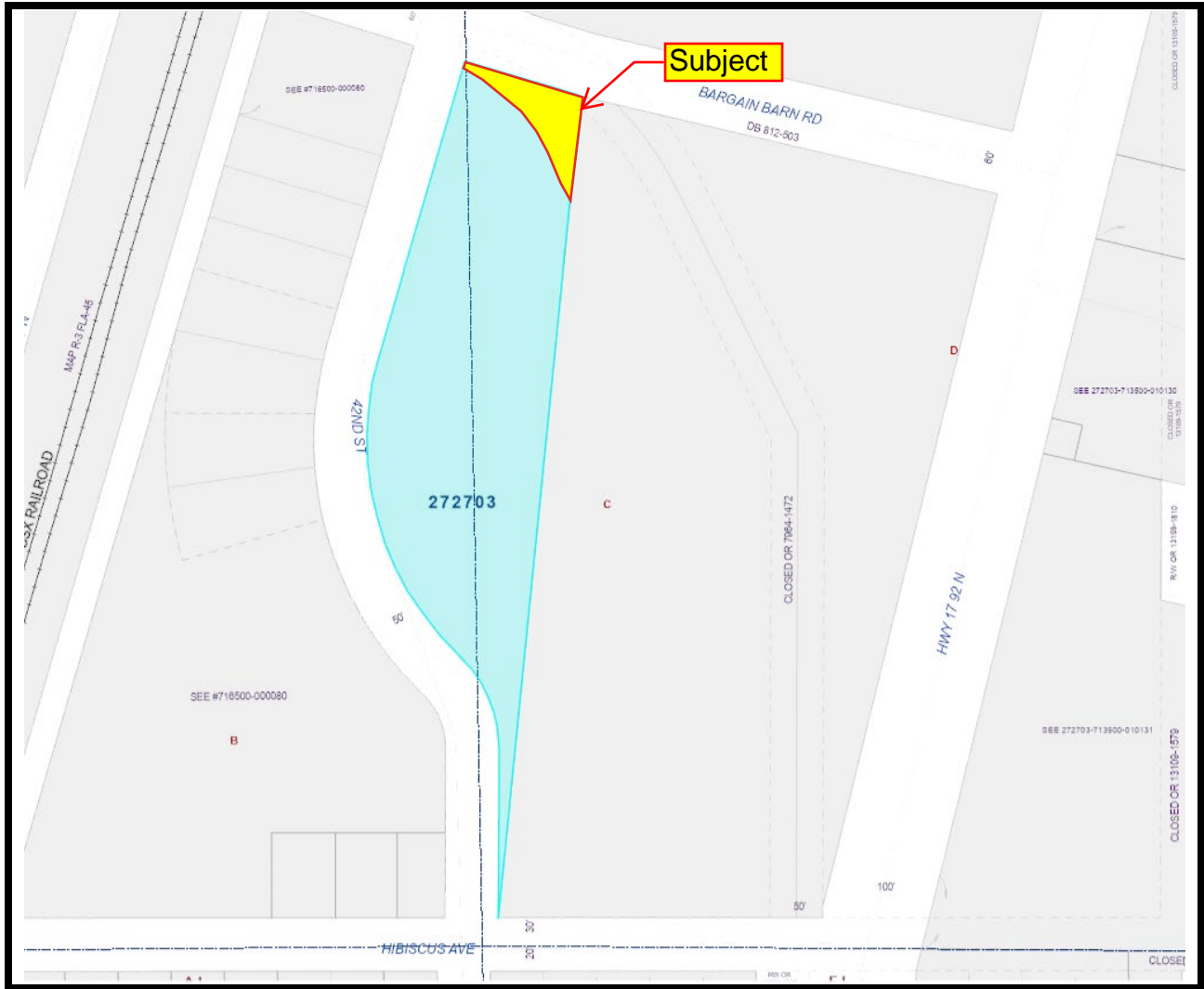




Section 03, Township 27 South, Range 27 East



**SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST**





*Board of County Commissioners*

Parcel I.D. No.: 272703-717000-000033

## **LAND PURCHASE AGREEMENT**

**STATE OF FLORIDA  
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 21<sup>st</sup> day of May, 2025, between **CM HOLDINGS CFL, INC.**, a Florida Profit Corporation whose address is 7133 Oak Glen Trail, Harmony, Florida 34773, hereinafter referred to as "Owner", and the **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

### **WITNESSETH**

**WHEREAS**, Owner agrees to sell to County and County agrees to purchase from Owner a portion of the lands identified as Parcel ID Number 272703-717000-000033, as more particularly described in Exhibit "A", together with all improvements, easements, and appurtenances (collectively, the "Property"), in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto the County, for the sum of \$40,000 (Forty Thousand and 00/100 Dollars).
- (b) Purchaser shall pay unto the Owner the total sum of \$40,000 by County Warrant, within ninety (90) days from date hereof upon simultaneous delivery of such instruments of conveyance. Any improvements or personal property not removed from subject land by closing shall be considered abandoned by the Owner.
- (c) Owner shall be responsible for the payment of any and all, current and/or past due real property taxes, or pro-rations thereof, pro-rated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owner's proceeds. Owner shall also be responsible for the payment of any Mortgages, Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owner's proceeds.
- (d) Once Owner has delivered executed agreement to County then every effort will be made to present it to the Board of County Commissioners for consideration at its next regularly scheduled meeting.


- (e) Transaction will be closed by American Government Services Corporation (the "Title Agency"). The County agrees to pay all closing costs associated with the transaction with the exception of the real property taxes / assessments as described in Section (c) and real estate commissions or fees, if any, incurred as a result of the Owner. Such closing costs paid by the County include the closing fee, title search fee, the documentary stamps on the deed, if any, and ancillary recordable documents, if any.
- (f) Owner shall be responsible for the payment of all real estate fees and/or commissions or attorney's fees on behalf of the Owner, if any, and any payments due will be deducted at closing from the Owner's proceeds. County represents that it has not incurred the services of a broker.
- (g) Owner acknowledges that the conveyance of the Property is a voluntary acquisition by the County and is not under threat of condemnation.
- (h) The Owner agrees and expressly acknowledges that the monies paid, and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to Owner.

\* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

**COUNTY:**  
POLK COUNTY, a political subdivision of  
the state of Florida

**OWNER:**  
CM HOLDINGS CFL, INC., a Florida Profit  
Corporation

By:   
Heather Fuentes, Sr. Real Estate Professional  
Polk County Real Estate Services

By:   
Mario Ortiz, President

Approved by:

  
R. Wade Allen, Director  
5/22/25  
Date

**DESCRIPTION:**

THAT PART OF ACREAGE LOT C AND ACREAGE LOT D, AS SHOWN ON THE REPLAT OF DAVENPORT TERMINALS ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 4, TOGETHER WITH THAT PART OF BROAD STREET, CLOSED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 7964, PAGE 1472, AND THAT PART OF BARGAIN BARN ROAD AS DESCRIBED IN DEED BOOK 812, PAGE 503, ALL, LYING WEST OF U.S. HIGHWAY 17-92 (STATE ROAD 600, SECTION 1605-PROJ94), ALL OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD WITH THE WEST RIGHT OF WAY OF SAID U.S. HIGHWAY 92 AND RUN THENCE ALONG SAID WEST RIGHT OF WAY LINE, S13°44'19"W A DISTANCE OF 317.89 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN, N77°21'37"W A DISTANCE OF 136.06 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 58°51'01", WHOSE CHORD BEARS N47°56'06"W, A CHORD DISTANCE OF 167.04 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 174.61 FEET; THENCE N13°41'20"E A DISTANCE OF 180.99 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID BARGAIN BARN ROAD; RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N76°18'40"W A DISTANCE OF 119.10 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 13225, PAGE 2136 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE POINT OF BEGINNING. RUN THENCE ALONG SAID EAST BOUNDARY S06°23'27"W A DISTANCE OF 121.13 FEET; THENCE N15°53'00"W A DISTANCE OF 50.22 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 45°31'30", WHOSE CHORD BEARS N38°38'45"W, A CHORD DISTANCE OF 131.55 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 135.08 FEET TO EAST RIGHT OF WAY LINE OF 42nd STREET AS DESCRIBED IN SAID OFFICIAL RECORD BOOK 13225, PAGE 2136; RUN THENCE ALONG SAID EAST RIGHT OF WAY LINE, N16°14'44"E A DISTANCE OF 3.24 FEET TO SAID SOUTH RIGHT OF WAY LINE OF BARGAIN BARN ROAD; RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: (1) S72°36'40"E A DISTANCE OF 110.78 FEET; (2) S76°18'40"E A DISTANCE OF 2.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS SQUARE 4516 FEET

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL

Robert E Lazenby IV  
Digitally signed by  
Robert E Lazenby IV  
Date: 2025.03.20  
08:29:17 -04'00'

ROBERT E. LAZENBY, IV, P.S.M. # 6369



**BASEPOINT**  
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

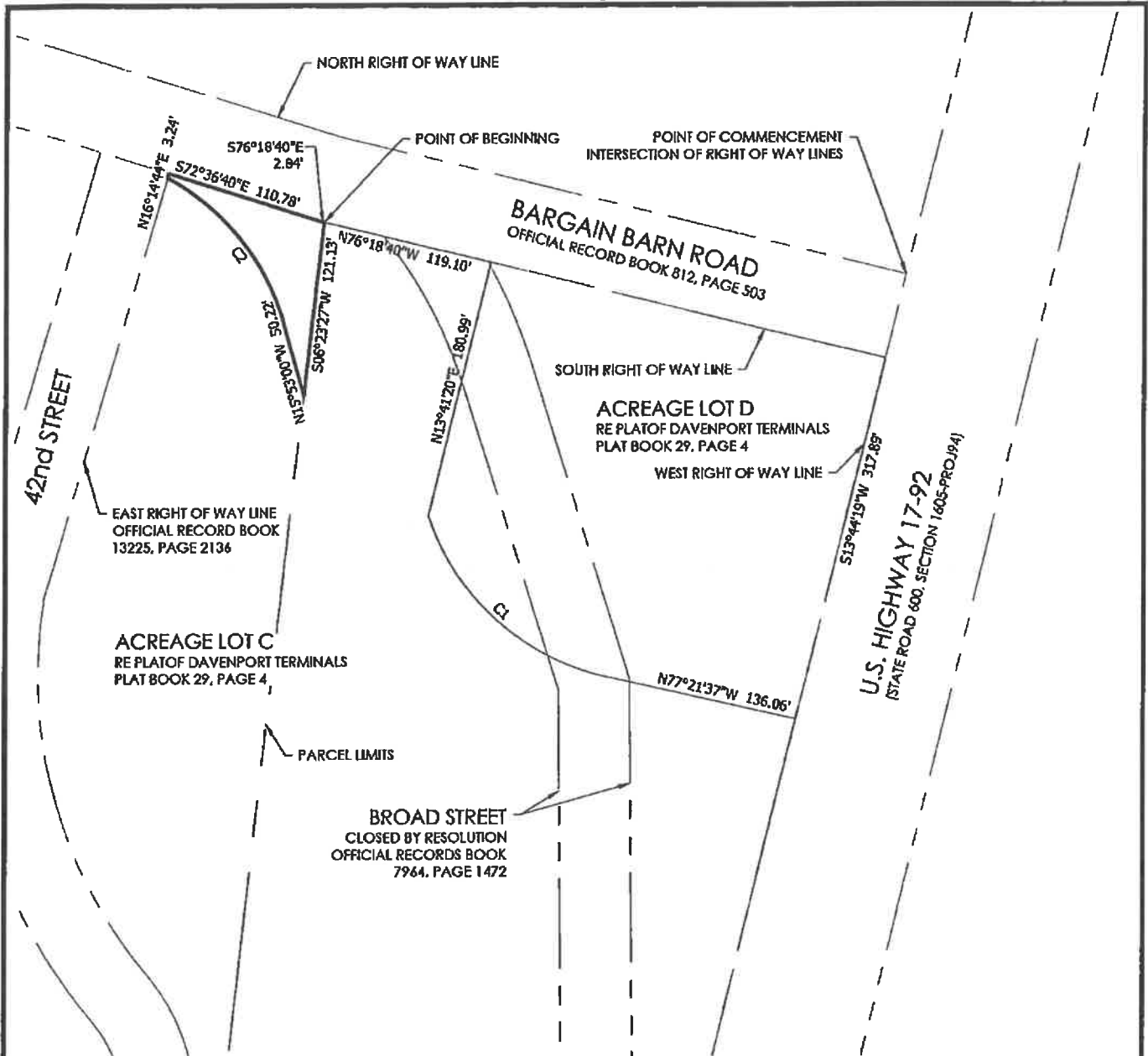
BARGAIN BARN ROAD

Section 03, Township 27S, Range 27E

SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 1 OF 2

DRAWING: #####

JOB #11309



**NORTH**  
SCALE: 1" = 100'

**CURVE TABLE**

#	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	174.61'	170.00'	058°51'01"	167.04'	N47° 56' 06"W
C2	135.08'	170.00'	045°31'30"	131.55'	N38° 38' 45"W

NOT VALID WITHOUT A DIGITAL  
SIGNATURE OR A SIGNATURE AND  
RAISED SEAL

Robert E Lazenby IV  
Digitally signed by  
Robert E Lazenby IV  
Date: 2025.03.20  
08:28:54 -04'00'



**BASEPOINT**  
SURVEYING, INC.

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ROBERT E. LAZENBY, IV, P.S.M. # 6369

BARGAIN BARN ROAD  
Section 03, Township 27S, Range 27E

**SKETCH OF DESCRIPTION**  
**NOT A SURVEY**  
**SHEET 2 OF 2**

DRAWING: #####

JOB #11309