

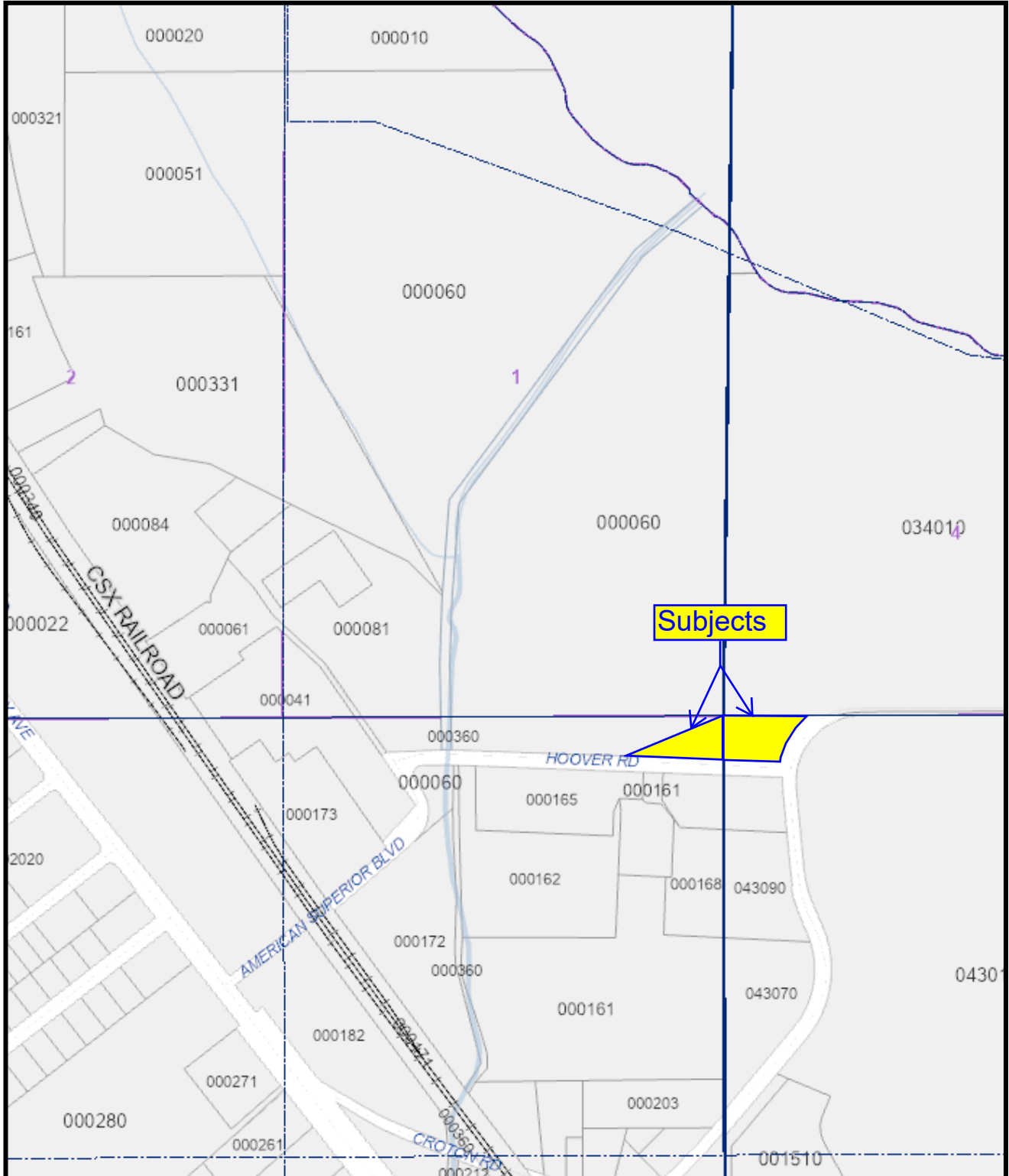
Subject Area



Section 4 & 5,  
Township 29 South,  
Range 26 East



# SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST





*Board of County Commissioners*

Parcel I.D. Nos.: 262904-000000-043020 &  
262905-664500-000163

## **LAND PURCHASE AGREEMENT**

**STATE OF FLORIDA  
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 6<sup>th</sup> day of November 2024, between **HAMMETTE INTERNATIONAL, INC.**, a Florida corporation, whose address is 1625 N. US Highway 17, Eagle Lake, Florida 33839, 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 the lands identified as Parcel ID Numbers 262904-000000-043020 and 262905-664500-000163, 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:

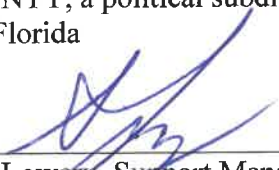
- (a) Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto the County, for the sum of \$95,000 (Ninety Five Thousand and 00/100 Dollars).
- (b) The County payment of \$95,000 for the purchase of the Property together with applicable closing costs shall be made to the Title Agency described in Section (d) herein for disbursement at closing.
- (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) Transaction will be closed by American Government Services Corporation (the "Title Agency") and the County agrees to pay the closing fee, title search fee, owner's title insurance premium, documentary stamps and the recording of the deed.
- (e) 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.

- (f) The Property as described in the attached Exhibit "A" was prepared from information available at the time of this Agreement without the benefit of a review by a licensed surveyor. County and Owner agree that the description will be reviewed and/or prepared by a licensed surveyor, at the sole cost and expense of the County, and the description as approved and/or prepared by said surveyor shall be the prevailing description for the Closing, provided that such legal description(s) generally describes the same property described in Exhibit "A" and identified by the Parcel ID Numbers stated herein.
- (g) The County possesses eminent domain authority; however, Owner acknowledges that the conveyance of the Property is a voluntary acquisition by the County and is not under threat of condemnation.
- (h) Any personal property located on the Property not removed after 14 days of transaction closing shall be considered abandoned by the Owner.
- (i) 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

By:   
\_\_\_\_\_  
Scott C. Lowery, Support Manager  
Polk County Real Estate Services

**OWNER:**  
HAMMETTE INTERNATIONAL, INC., a  
Florida corporation

By:   
\_\_\_\_\_  
Robert L. Hammette, President

Approved by:

  
\_\_\_\_\_  
R. Wade Allen, Administrator

  
Date

**Exhibit "A"**

That part of Parcel 1-A of an unrecorded survey which lies in Section 4, Township 29 South, Range 26 East, Polk County, Florida being further described as:

Begin at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 29 South, Range 26 East, Polk County, Florida run thence East 258.79-feet to the westerly right-of-way of Shell Road; thence southerly along the curve of said right-of-way 169.51-feet; thence North 87°42'00" West along the northerly right-of-way of Hoover Road to the west line of said Section 4, thence north along said section line to the Point of Beginning.

AND

That part of Lot 16, WAHNETA FARM, according to the map or plat thereof as recorded in Plat Book 1, at Pages 82A and 82B, Public Records of Polk County, Florida also being a part of Parcel 1-a of an unrecorded survey being further described as:

Begin at the Northeast corner of the Southeast 1/4 of Section 5, Township 29 South, Range 26 East, Polk County, Florida; run thence South 67°54'54" West, 322.85-feet to the northerly right-of-way of Hoover Road; thence S 87°42'00" East along said right-of-way to the east line of said Section 5; thence North to the Point of Beginning.

The above being a portion of the property described in that certain Quit Claim Deed recorded in O.R. Book 7444, at Pages 225 and 226, Public Records of Polk County, Florida.