

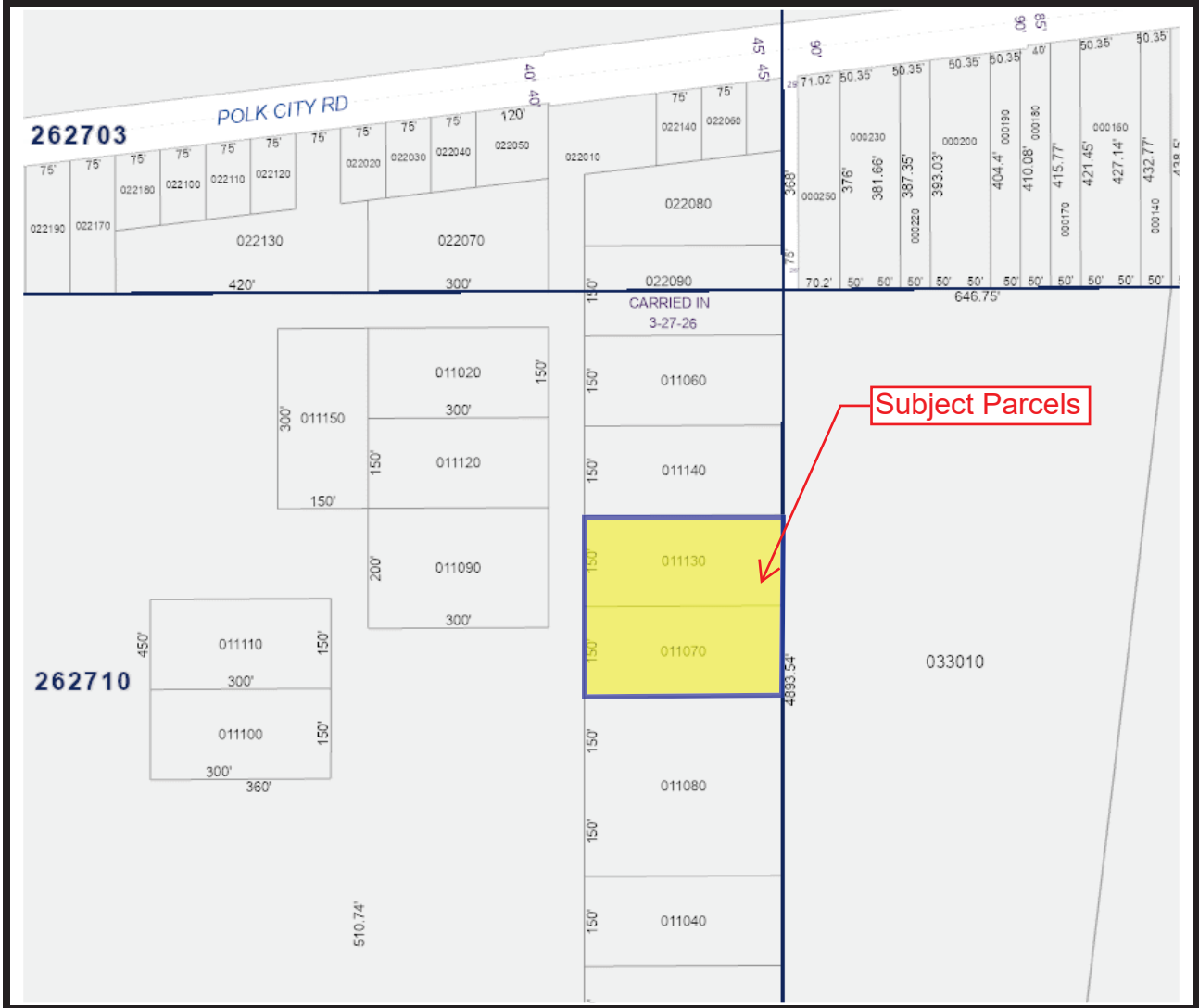
North

Subject Location

Section 10, Township 27 South, Range 26 East



SECTION 10, TOWNSHIP 27 SOUTH, RANGE 26 EAST





Board of County Commissioners

Lake Lowery Marsh Project Area
Parcel ID Number: 262710-000000-011130/011070

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 12 day of December, 2024, between **HIGINIO NIEVES DIAZ**, whose address is 5 Calle Consuelo, URB Alts De Cerro Gordo 1 & 2, Vega Alta, Puerto Rico 00692-9043, hereinafter referred to as "Owner", and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow, Florida 33831-9005, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Owner agrees to sell to Purchaser and Purchaser agrees to purchase from Owner the land identified as **Parcel ID Numbers 262710-000000-011130 and 262710-000000-011070**, located in Polk County, Florida, as further 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 Purchaser, for the sum of **\$1,136.00 (One Thousand, One Hundred Thirty-Six Dollars)**.
- (b) Purchaser shall pay unto the Owner the total sum of **\$1,136.00**, by County Warrant, within ninety (90) days from the date hereof upon simultaneous delivery of such instrument of conveyance.
- (c) Owner shall be responsible for the payment of any past due property taxes, or current year taxes for which no tax bill is available yet (if any) pro-rated through the date of closing. Purchaser shall be responsible for the recording of the deed of conveyance.
- (d) Owner shall be responsible for the payment of all real estate fees or commissions due, if any, and any payment(s) due will be paid by the Owner to the appropriate broker. Purchaser represents it has not incurred the services of a broker.
- (e) 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 costs are owed by the County to the 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 on the date shown above.

PURCHASER:
POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

By: 
Heather Fuentes, Professional
Real Estate Services

By:  12/30/29
R. Wade Allen, Director
Real Estate Services
Its Agent

OWNER:

By: 
Higinio Nieves Diaz by Jose Nieves,
a/k/a Jose Nieves Gillman, as Attorney-
In-Fact

By: 
Higinio Nieves Diaz by Lory Douglass,
a/k/a Lory Ann Nieves Gillman, as
Attorney-in-Fact

Exhibit "A"

Parcel #68: The South 150 feet of the North 525 feet of Section 10, Township 27 South, Range 26 East, less the West 4980 feet thereof, lying and being in Polk County, Florida.

Being Parcel I.D. # 262710-000000-011130

Being the same property as described in that certain Warranty Deed recorded in Official Records Book 2570 at Page 406 of the Public Records of Polk County, Florida.

Parcel #69: The South 150 feet of the North 675 feet of Section 10, Township 27 South, Range 26 East, less the West 4980 feet thereof, lying and being in Polk County, Florida.

Being Parcel I.D. # 262710-000000-011070

Being the same property as described in that certain Warranty Deed recorded in Official Records Book 2520 at Page 1218 of the Public Records of Polk County, Florida.