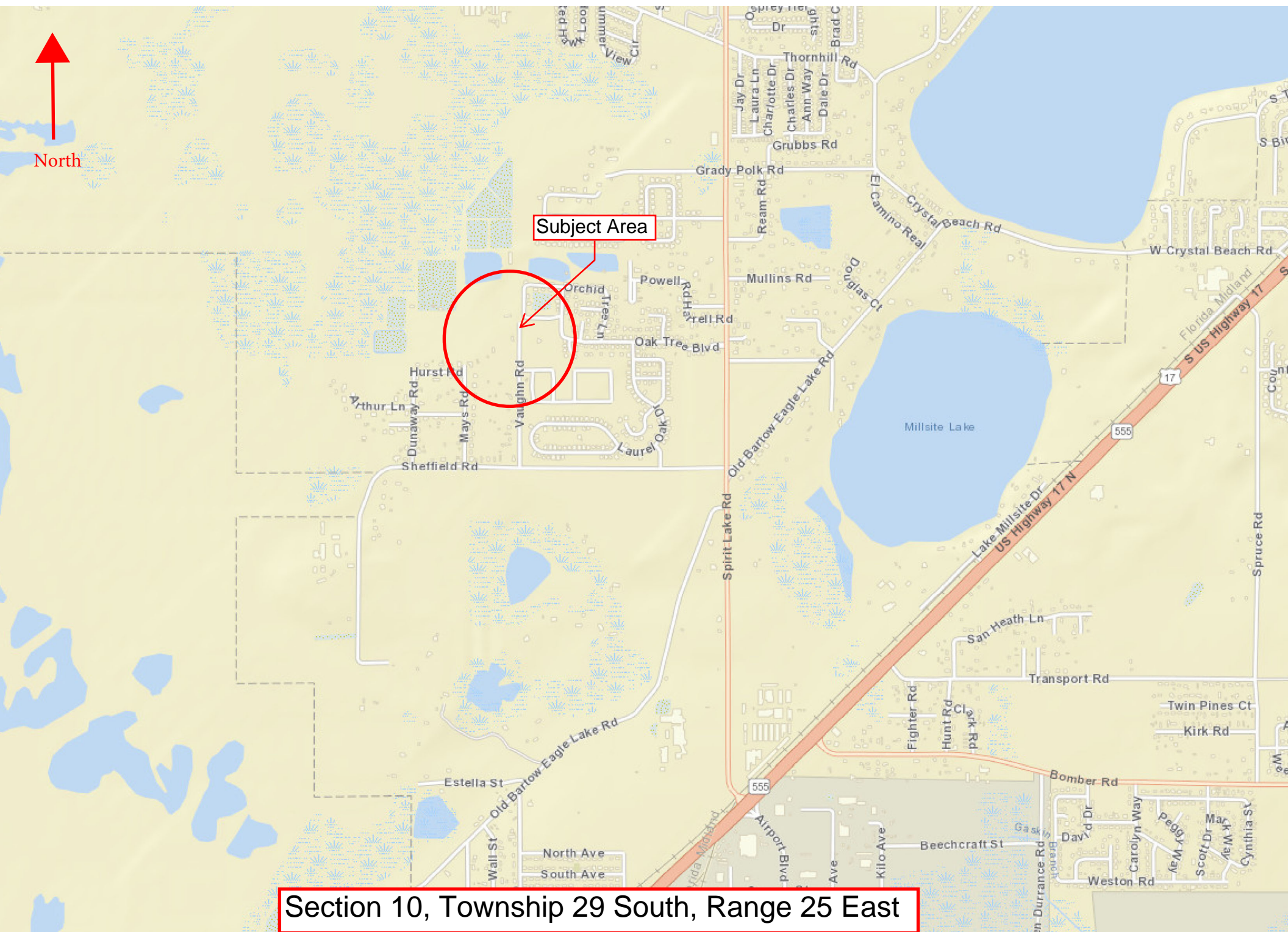




North

Subject Area

Section 10, Township 29 South, Range 25 East



021010

021020

021030

021070

021080

043020

252910

25

ORCHID TREE LN

499.44'

165.22'

165.22'

243.65'

R/W OR BK 5247 PG 1733

ROAD R/W OR 4005-1433

R/W OR 4005-1430 & 1432

R/W OR 4005-1431

VAUGHN RD

Pcl 100



Board of County Commissioners

Project Name: Vaughn Road Improvements
Parcel No.: 100
Parent Parcel ID No.: 252910-000000-021020

RIGHT-OF-WAY AGREEMENT

STATE OF FLORIDA COUNTY OF POLK

THIS AGREEMENT made and entered into this 10th day of November, 2025, by and between **ROBERT VAUGHN**, a single man, whose address is 61 Vaughn Road, Winter Haven, Florida 33880, ("Owner"), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, (the "County").

WITNESSETH

WHEREAS, the County has a project to make improvements to a roadway known as Vaughn Road ("Project"), and said Owner has agreed to sell a portion of his property identified as Parcel No. 100 as more particularly described in the attached Exhibit "A" ("Property"), as right-of-way for the Project.

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, for the sum of \$12,400.
- (b) The County payment of \$12,400 together with applicable closing costs shall be made upon simultaneous delivery of such deed of conveyance and shall be made to the title agency described in Section (e) 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 prorations thereof, prorated 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 monetary 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) The County agrees to pay all closing costs associated with the transaction with the exception of the real property taxes and real estate commissions or fees, if any, incurred as a result of the Owner. Such closing costs paid by the County include the documentary stamps on the deed, if any, and ancillary recordable documents, if any.

Page 2

- (e) This Agreement is contingent upon the Owner obtaining a partial release of mortgage to release the encumbrance of the existing mortgage from the Property.
- (f) 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, mortgages and Judgments/Liens as described in Section (c), and real estate commissions or fees, if any, incurred as a result of the Owner. The County represents that it has not incurred the services of a broker. Such closing costs paid by the County include the title insurance premium, closing fee, title search fee, the documentary stamps on the deed, if any, and ancillary recordable documents, if any.
- (g) Any personal property located on the Property not removed after 14 days of transaction closing shall be considered abandoned by the Owner.
- (h) County acknowledges that this conveyance of the Property for right-of-way is in lieu, and under threat, of condemnation.
- (i) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement are 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:

By:  11/10/25
R. Wade Allen, Director
Real Estate Services
Its Agent

 11-7-25
Robert Vaughn Date

Approved by the Board:

Date: _____

Exhibit "A" - Sheet 1 of 2

Project Name: VAUGHN ROAD WIDENING
Tax Folio Number: 252910-000000-021020

Road Number: 951005
Project Number: 9510E25-1

DESCRIPTION

A parcel of land being a portion of the South 3/8 of the Northeast 1/4 of the Southeast 1/4 of Section 10, Township 29 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said South 3/8 of the Northeast 1/4 of the Southeast 1/4; thence South 89°34'11" West along the North line of said South 3/8 of the Northeast 1/4 of the Southeast 1/4, a distance of 20.00 feet to a point on the West right-of-way line of Vaughn Road as described in Official Records Book 8247, Page 1733, Public Records of Polk County, Florida, for the **Point of Beginning**; thence continue South 89°34'11" West, along said North line, 16.56 feet to a point of a non-tangent curve concave Westerly having a radius of 514.00 feet, a central angle of 8°10'34", a chord bearing South 13°29'17" East, and a chord distance of 73.29 feet; thence along the arc of said curve, 73.35 feet to said West right-of-way line; thence North 00°25'49" West, along said West right-of-way line, 71.39 feet to said **Point of Beginning**.

Containing 527 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

**THIS IS NOT
A SURVEY**

NORTH

SCALE

1" = 20 feet

TAX FOLIO#
252910
000000
021010

NE COR. OF S 3/8
OF NE 1/4 OF SE 1/4

POB

S 89°34'11" W
16.56' (C)

S 89°34'11" W
20.00' (C)

NORTH LINE OF S 3/8
OF NE 1/4 OF SE 1/4

R/W LINE PER
O.R.B.8247 PG.1733

R/W LINE PER
O.R.B.4005 PG.1433

RADIUS = 514.00' (C)
CENTRAL ANGLE = 8°10'34" (C)
CHORD DISTANCE = 73.29' (C)
CHORD BEARING = S 13°29'17" E (C)
CHORD LENGTH = 73.35' (C)

N 00°25'49" W 71.39' (C)

R/W LINE PER
O.R.B.8247 PG.1733

EAST LINE OF
NE 1/4 OF SE 1/4

VAUGHN ROAD (F)

R/W LINE PER
O.R.B.4005 PG.1433

TAX FOLIO#
252910
000000
041010

TAX FOLIO#
252911
000000
043020

TAX FOLIO#
252910
000000
021020
O.R.B.12285 PG.264

LEGEND

- (C) = CALCULATED
(F) = FIELD
COR. = CORNER
O.R.B. = OFFICIAL RECORDS BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA
STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE,
NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

DATE
05/05/25



Digitally signed
by Bryan
Zelenenki
Date: 2025.05.06
08:18:33 -04'00'

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 10,
TOWNSHIP 29 SOUTH, RANGE 25
EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 2 of 2	Drawn by: BCZ	Checked by: JRN	Check Date: 05/06/25
Parcel Number: N/A	PREPARED FOR: REAL ESTATE SERVICES		File Name: 9510E25-1

