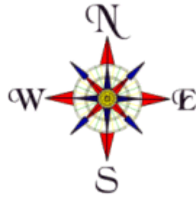
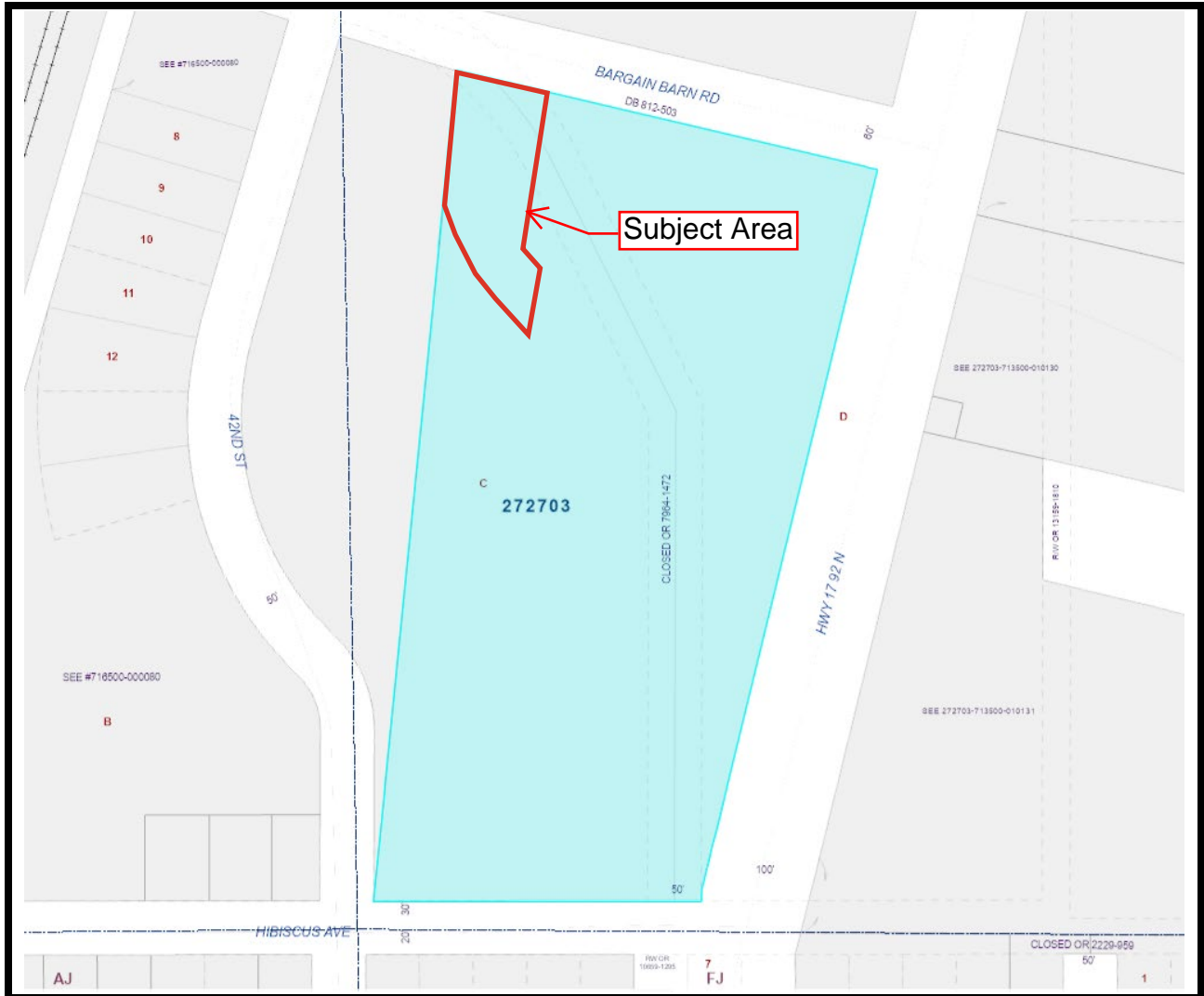


Section 03, Township 27 South, Range 27 East



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





*Board of County Commissioners*

Parcel I.D. No.: 272703-717000-000032

## **LAND PURCHASE AGREEMENT**

### **STATE OF FLORIDA COUNTY OF POLK**

THIS AGREEMENT made and entered into this 31st day of March, 2025, between **DUANE FRERICKS**, whose address is 7540 Waverly Road, Lake Wales, Florida 33859-7501, 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 272703-717000-000032, 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 \$64,500 (Sixty-Four Thousand Five Hundred and 00/100 Dollars).
- (b) Purchaser shall pay unto the Owner the total sum of \$64,500, by County Warrant, within ninety (90) days from date hereof upon simultaneous deliver 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 regular meeting scheduled for May 6, 2025.
- (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) Owner acknowledges that the conveyance of the Property is a voluntary acquisition by the County and is not under threat of condemnation.
- (g) 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: Heather Fuentes  
Heather Fuentes, Real Estate Professional  
Polk County Real Estate Services

**OWNER:**

By: Duane Frericks  
Duane Frericks

Approved by:

R. Wade Allen      4/1/25  
R. Wade Allen, Director      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 50°11'13", WHOSE CHORD BEARS N52°16'00"W, A CHORD DISTANCE OF 144.19 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 148.91 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, A DELTA ANGLE OF 08°39'49", A CHORD WHICH BEARS THENCE N22°50'30"W A CHORD DISTANCE OF 25.68 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 25.71 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. RUN THENCE ALONG SAID EAST BOUNDARY S06°23'27"W A DISTANCE OF 121.13 FEET; RUN THENCE S15°53'00"E A DISTANCE OF 96.31 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, A DELTA ANGLE OF 26°25'36", A CHORD WHICH BEARS S29°05'48"E, A CHORD DISTANCE OF 105.15 FEET; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 106.08 FEET; THENCE N13°43'29"E A DISTANCE OF 79.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 23452 SQUARE 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  
08:26:55 -04'00'

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



**BASEPOINT**  
SURVEYING, INC.

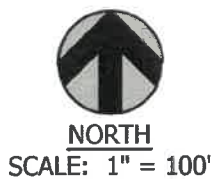
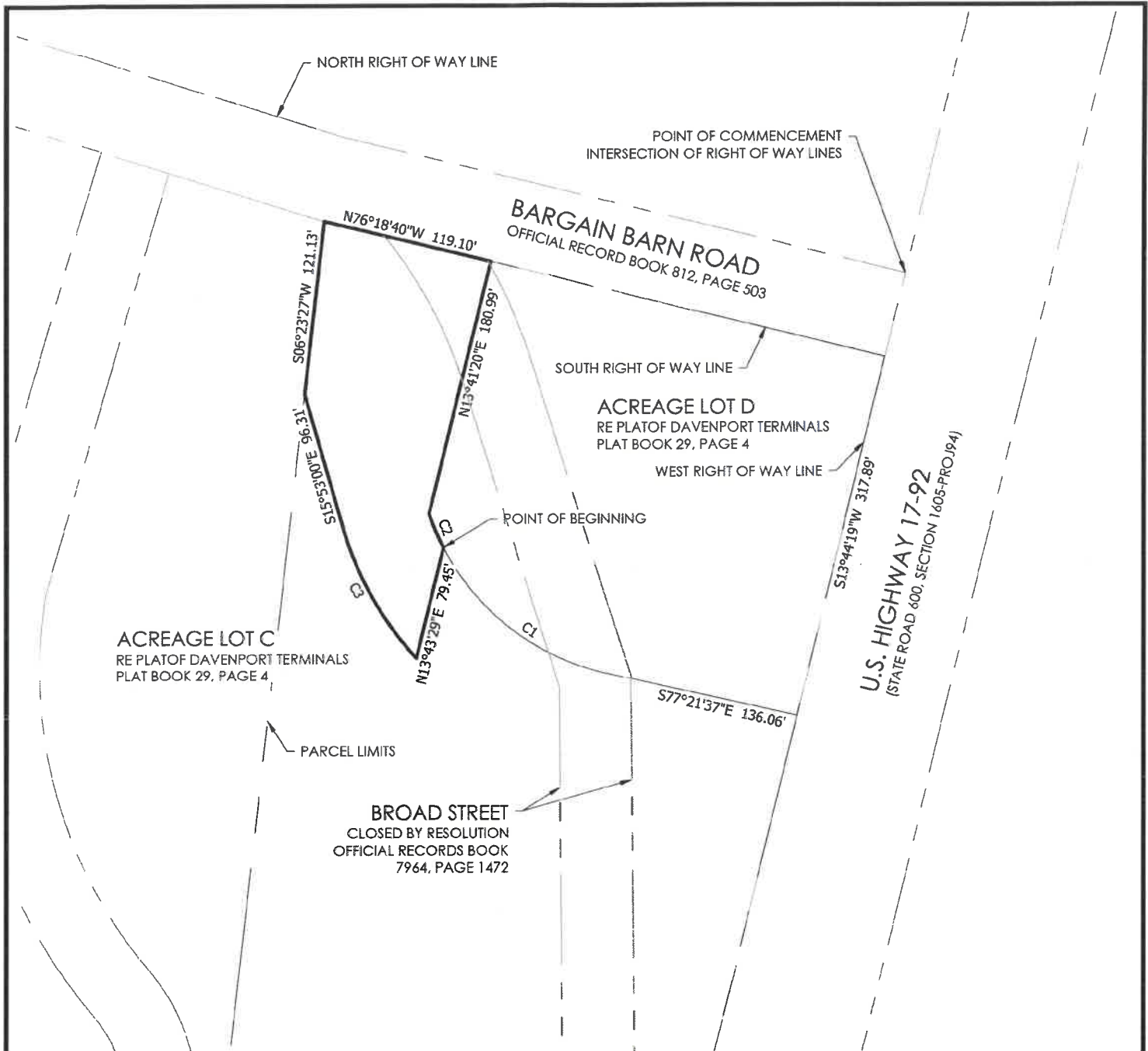
MAILING: P.O. BOX 253, BARTOW, FL 33831  
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830  
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM  
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

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

SKETCH OF DESCRIPTION  
NOT A SURVEY  
SHEET 1 OF 2

DRAWING: #####

JOB #11309



CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	148.91'	170.00'	050°11'13"	144.19'	N52° 16' 00"W
C2	25.71'	170.00'	008°39'49"	25.68'	N22° 50' 30"W
C3	106.08'	230.00'	026°25'36"	105.15'	S29° 05' 48"E

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  
08:26:28 -04'00'

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



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

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

DRAWING: #####

JOB #11309