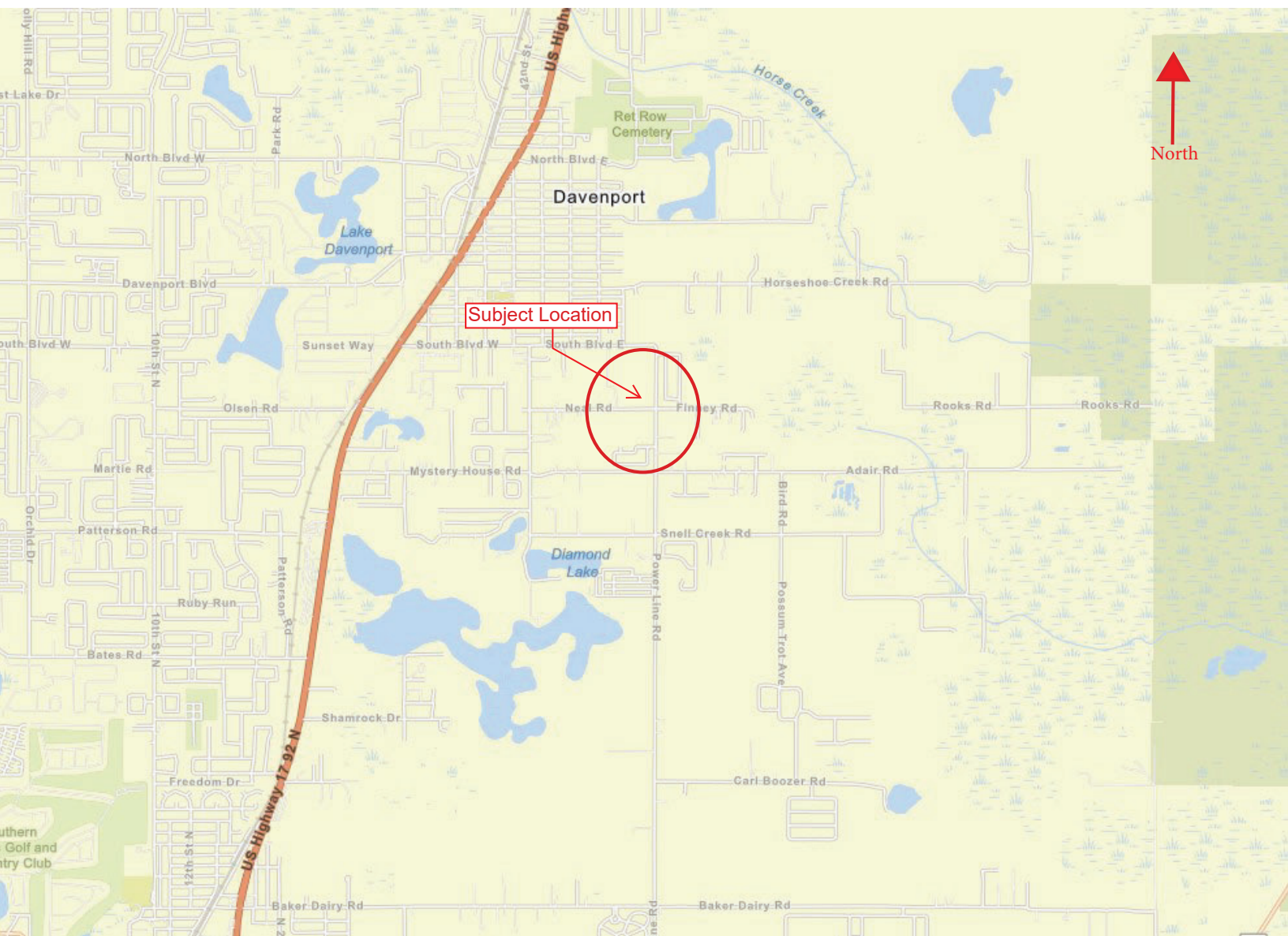




Section 10, Township 27 South, Range 27 East



SECTION 10, TOWNSHIP 27 SOUTH, RANGE 27 EAST





Board of County Commissioners

Project Name: Power Line Road Phase 2
Parcel I.D. No.: 272710-730000-012500

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 25th day of September 2024, between **CONNIE MILLER**, a single woman, whose address is 627 Power Line Road, Davenport, Florida 33837-9318, 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, the County has a planned road project known as Power Line Road Phase 2 Improvement Project ("Project") and said Owner has agreed to sell the property currently identified as Parcel ID No. 272710-730000-012500 as more particularly described in Exhibit "A" (the "Property"), for use in conjunction with 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 unto the County a fee interest in the Property, by Warranty Deed, free of liens and encumbrances, together with affected improvements for the total settlement amount of \$700,000 (Seven Hundred Thousand and 00/100 Dollars).
- (b) The County payment for the purchase and applicable closing costs shall be made, within ninety (90) days from the date hereof, 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 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 October 15, 2024. Upon approval by the BoCC, County will diligently work to close the transaction upon the receipt of an acceptable title commitment.

- (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, and/or Mortgages and Judgments/Liens as described in Section (c), incurred as a result of the Owner. Such closing costs paid by the County include the closing fee, title search fee, documentary stamps on the deed, if any, and ancillary recordable documents, if any.
- (f) The County agrees to grant extended occupancy of the Property and Owner agrees to execute an Extended Occupancy and Hold Harmless Agreement for said extended occupancy. Any improvements or personal property not removed upon vacation of premises or expiration of extended occupancy agreement of subject land shall be considered abandoned by the owner.
- (g) County acknowledges that this conveyance of the Property, or property interest, is in lieu of and 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

By: _____

R. Wade Allen, Director

Polk County Real Estate Services

OWNER:

Bonnie Miller

Connie Miller

Exhibit "A"

Tract 25 in the Northeast 1/4 of Section 10, Township 27 South, Range 27 East, as per the plat of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida LESS the East 15 feet thereof for Power Line Road right-of-way.

Being the same property described in that certain Warranty Deed recorded in Official Record Book 10287 at Pages 140 through 141, Public Records of Polk County, Florida.