

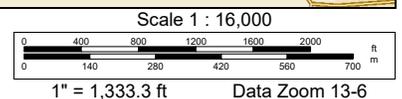


Section 6,
Township 29 South,
Range 26 East

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Board of County Commissioners

Project No.: 5400203
Project Name: Thompson Nursery Road Ph 1 Segment 1
Parcel No.: 111
Parcel I.D. No.: 262906-000000-022150

RIGHT-OF-WAY AGREEMENT

STATE OF FLORIDA COUNTY OF POLK

THIS AGREEMENT made and entered into this 17th day of October 2023, between **DAVID M. ROHRER and GEORGIA L. ROHRER**, husband and wife, whose address is Post Office Box 1182, Eagle Lake, Florida 33839-1182, hereinafter referred to as "Owners", 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 requires the lands described as Parcel No. 111 as more particularly described in Exhibit "A" as additional right-of-way (the "Property"), for the construction and maintenance of an authorized road know as THOMPSON NURSERY ROAD PHASE 1 SEGMENT 1, (the "Project"), and said Owners are required to furnish the Property for such purpose:

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Owners agree 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 \$390,000 (Three Hundred Ninety Thousand and 00/100 Dollars).
- (b) The County agrees to pay statutory attorney's fees to the law firm of Harris Harris Bauerle and Lopez in the amount of \$46,200, for a total settlement amount of \$436,200. The County payment for the purchase, attorney's fee, and applicable closing costs shall be made to the Title Agency described in Section (d) herein for disbursement at closing.
- (c) Owners 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 Owners' proceeds. Owners 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 Owners' proceeds.

Polk County Right of Way Agreement

Page 2

Project No.: 5400203

Project Name: Thompson Nursery Road Ph 1 – Segment 1

Parcel No.: 108, 109 and 700AB

Parcel I.D. Nos.: 262906-672500-005602 & 262906-000000-022260 (Portion)

- (d) 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 Owners. 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.
- (e) The County agrees to grant extended occupancy of the Property through March 1, 2024, and Owners agree to execute an Extended Occupancy and Hold Harmless Agreement for said extended occupancy. Owners may retain some fixtures with approval of the Real Estate Services Administrator. 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 owners.
- (f) County acknowledges that this conveyance of the Property, or property interest, is in lieu of and under threat of condemnation.
- (g) The Owners agree and expressly acknowledge 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 Owners.

*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

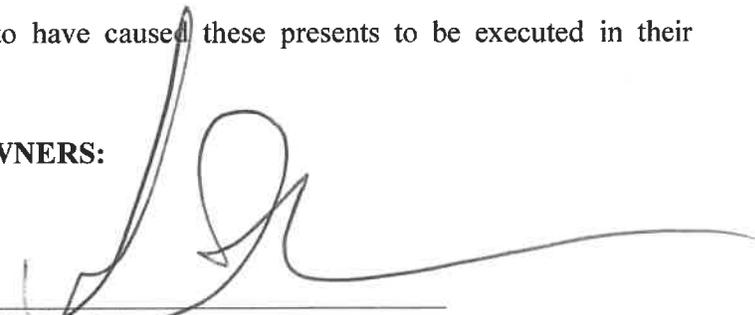
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

COUNTY:

POLK COUNTY, a political subdivision of the State of Florida

By:  10/17/23
R. Wade Allen, Administrator
Polk County Real Estate Services

OWNERS:


David M. Rohrer

Georgia L. Rohrer

June 12, 2011

Parcel 111
Thompson Nursery Road
County Job No. 5400037
Tax folio #: 06292600000022150

DESCRIPTION:

That parcel lying within the Southeast Quarter of Section 6, Township 29 South, Range 26 East, per Official Record Book 4635 Page 934 of the Public Records of Polk County, Florida.

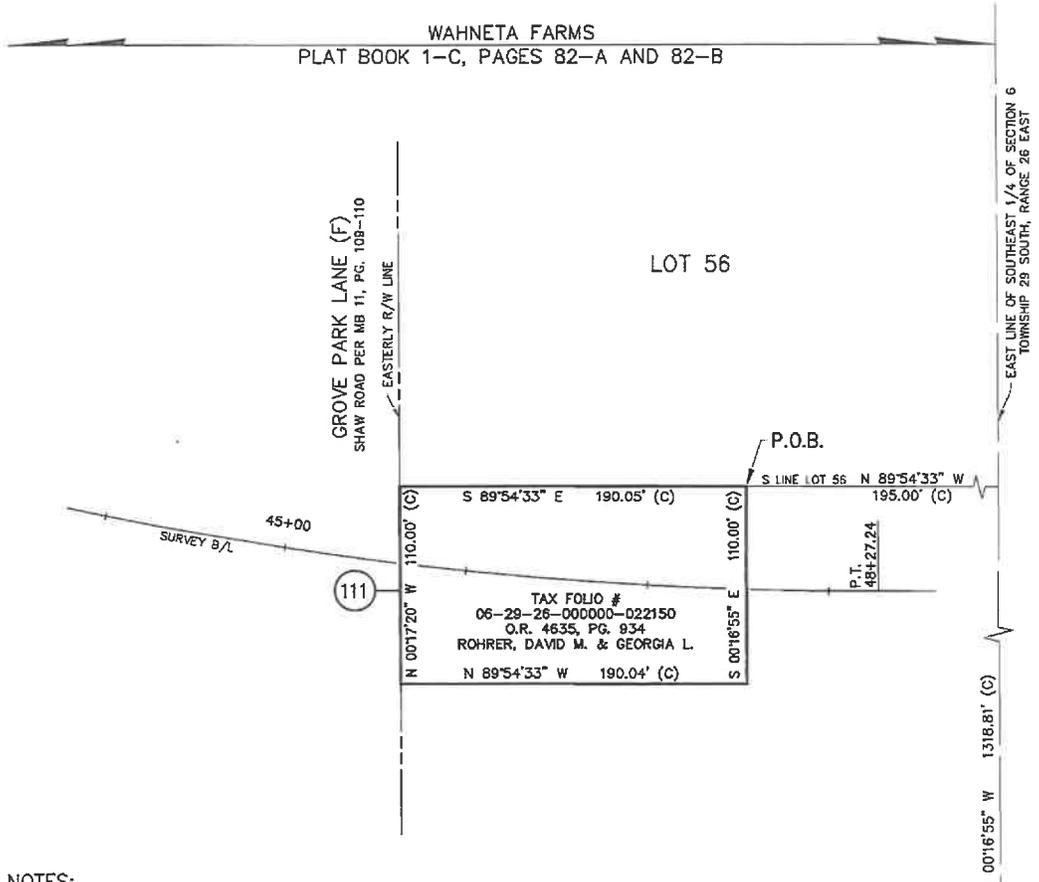
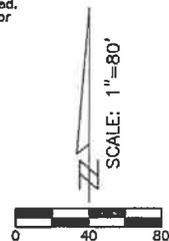
Being more particularly described as follows:

COMMENCE at the southeast corner of Section 6, Township 29 South, Range 26 East; thence along the east line of the Southeast Quarter of said Section 6, North 00°16'55" West 1318.81 feet to a point on the south line of Lot 56 of Wahneta Farms as recorded in Plat Book 1-C, Pages 82-A and 82-B Public Records of Polk County, Florida; thence along said south line of Lot 56, North 89°54'33" West 195.00 feet to the **POINT OF BEGINNING**; thence leaving said line South 00°16'55" East 110.00 feet; thence North 89°54'33" West 190.04 feet to the easterly right of way line of Grove Park Lane (Shaw Road per Map Book 11, pages 109-110 of said Public Records); thence along the said easterly right of way line, North 00°17'20" West 110.00 feet to said south line of Lot 56; thence along said south line, South 89°54'33" East 190.05 feet to the **POINT OF BEGINNING**.

Herein described parcel containing 20,904.9 square feet, more or less.

SECTION 6, TOWNSHIP 29 SOUTH, RANGE 26 EAST

Additional or deletions by other than the Professional Land Surveyor in responsible charge is prohibited. Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor



NOTES:

1. BASIS OF BEARING SHOWN HEREON ARE BASED ON THE EAST LINE OF SOUTHEAST 1/4 OF SECTION 6 TOWNSHIP 29 SOUTH, RANGE 26 EAST, BEARING OF NORTH 00°16'55" WEST.

LEGEND

- B/L = BASELINE
- (C) = CALCULATED
- DNR = DEPARTMENT OF NATURAL RESOURCES
- DOC. = DOCUMENT
- (F) = FIELD
- LB = LICENSED BUSINESS
- MB = MAP BOOK
- O.R. = OFFICIAL RECORD BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.T. = POINT OF TANGENCY
- R/W = RIGHT OF WAY

100 = PARCEL NUMBER

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 6,
TOWNSHIP 29 SOUTH, RANGE 26 EAST
FOUND S/B" IRON ROD AND CAP STAMPED
"CHASTAIN SKILLMAN"
DNR DOC. # 71024

REVISIONS	DATE	BY

	380 Park Place Blvd., Suite 300, Clearwater, Florida, 33759 www.cardnotbe.com - 727.531.3505 Certificate of Authorization: LB 6668	SKETCH AND DESCRIPTION PARCEL 111 A PORTION OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA	FOR: POLK COUNTY 3000 SHEFFIELD ROAD WINTER HAVEN, FL. 33880 (863) 535-2200 COUNTY JOB NO. 5400037
	CALCULATED BY: MWP CHECKED BY: DJH SHEET NO: 2 OF 2	The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief and meets the standards as set forth in Chapter 5J-17, Florida Administrative Code. _____ DATE 09/14/12 DEBORAH J. HILL, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5196 STATE OF FLORIDA, PHONE # (727) 531-3505	