



# **SECTION 19, TOWNSHIP 29 SOUTH, RANGE 24 EAST**





Parcel I.D. No.: 242919-286000-000300

## LAND PURCHASE AGREEMENT

### STATE OF FLORIDA COUNTY OF POLK

#### WITNESSETH

WHEREAS, Owner agrees to sell to County and County agrees to purchase from Owner of the lands identified as Parcel ID Number 242919-286000-000300, 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 \$1,400,000 (One Million Four Hundred Thousand and 00/100 Dollars).
- (b) The County payment of \$1,400,000 for the purchase of the Property together with applicable closing costs shall be made to the Title Agency described in Section (d) 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 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) Transaction will be closed by American Government Services Corporation (the "Title Agency") and the County agrees to pay the closing fee, title search fee, owner's title insurance premium, documentary stamps, if any, and the recording of the deed.
- (e) Once Owner has delivered an executed agreement to the 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.
- (f) 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.
- (g) Any personal property located on the Property not removed after 14 days of transaction closing shall be considered abandoned by the Owner.
- (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

Heather Fuentes, Real Estate Professional Polk County Real Estate Services OWNER:

Ruby K Branson, Trustee of Ruby K. Branson

Trust dated 10/10/16

Approved by:

R. Wade Allen, Director

Date

### **EXHIBIT "A"**

Lot 3, FARMING & TRUCKING LANDS OF W.F. HALLAM & CO'S., as shown by map or plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Polk County, in Plat Book 1C, Pages 101A and 101B, in the Northwest Quarter of the Northeast Quarter of Section 19, Township 29 South, Range 24 East, Polk County, Florida, LESS road right-of-way over the North 40 feet thereof, and LESS additional right-of-way and lands as described in Order of Taking as recorded in Official Records Book 6025, Page 1441, Public Records of Polk County, Florida, and LESS part of Lot 3, more particularly described as follows: Commence at the Northwest corner for said Lot 3 and run South 00°18'49" East along the West boundary for said Lot 3 a distance of 57.60 feet to the Point of Beginning, said point lying on the Southerly right-of-way for County Road 540-A and lying on the arc of a curve having the following elements: a radius of 10049.00 feet, a central angle of 00°28'33", a chord bearing of South 89°41'28" East and an arc distance of 85.41 feet; thence run along said curve concave Northerly a chord distance of 85.41 feet to a point of tangent; thence continue along said right-of-way line South 89°56'05" East a distance of 242.41 feet; thence departing said right-of-way run South 00°33'50" East a distance of 229.45 feet; thence run North 88°41'24" West a distance of 328.94 feet to a point on aforesaid West boundary for Lot 3; thence run North 00°18'49" West along said West boundary a distance of 222.64 feet to the Point of Beginning.