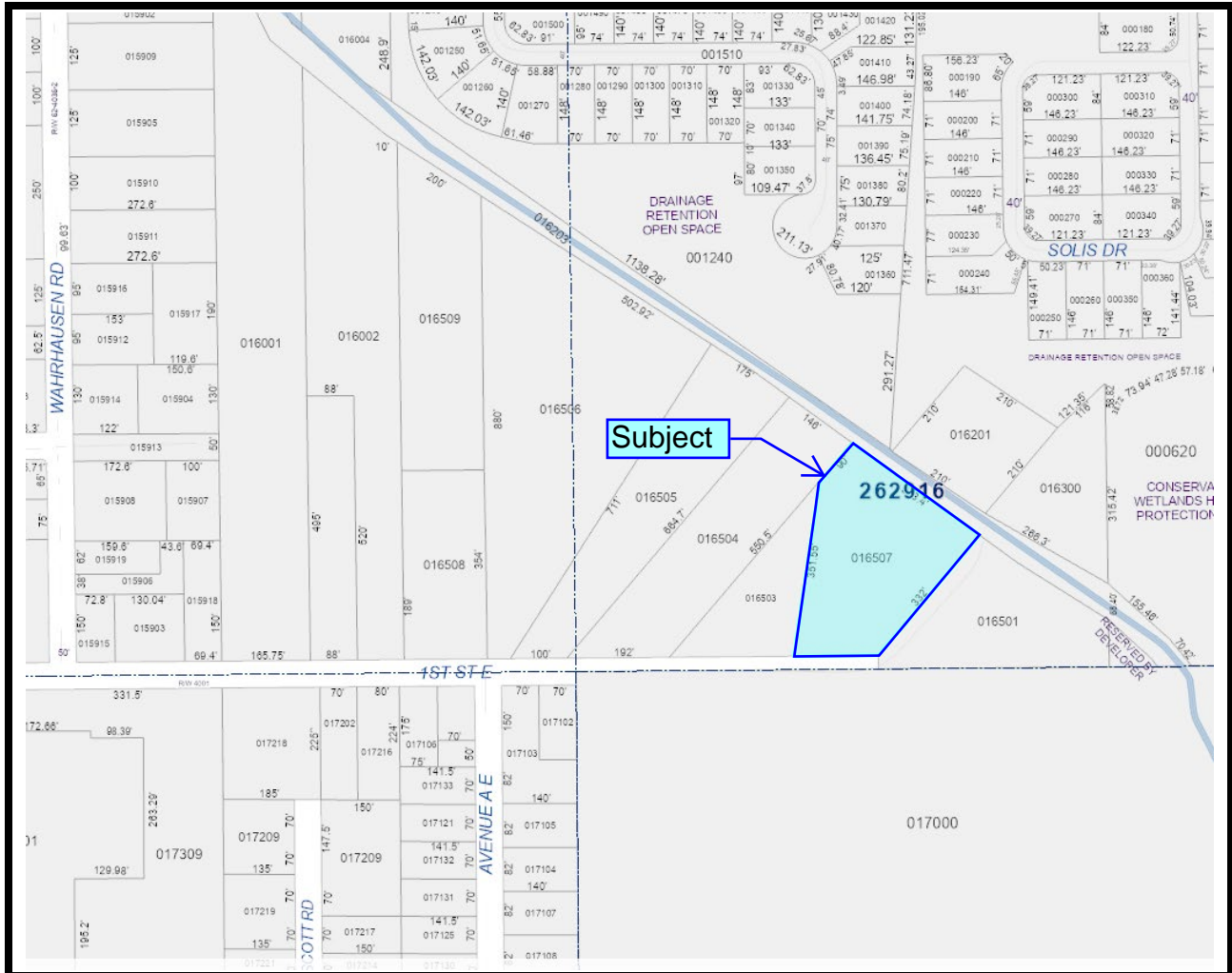


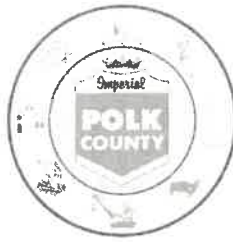


Subject Area

North

Section 16, Township 29 South, Range 26 East





*Board of County Commissioners*

Project Name: Thompson Nursery Road Phase 1 – Segment 2  
Parcel ID No.: 262916-689000-016507

**RIGHT-OF-WAY AGREEMENT**

**STATE OF FLORIDA  
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of JUNE, 2025, by and between **ROBERT URESTE**, whose address is 211 1st Wahneta Street E, Winter Haven, Florida 33880-5805, (the “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 road project known as the Thompson Nursery Road Phase 1 – Segment 2 Improvement Project (“Project”) and said Owner has agreed to sell the property currently identified as Parcel ID No. 262916-689000-016507, and more particularly described in attached 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 the Property by Warranty Deed, free of liens and encumbrances, unto the County, for the sum of \$370,000.
- (b) The County payment of \$370,000, together with applicable closing costs, shall be within forty-five (45) days from date hereof 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) Once Owner has delivered executed agreement to County then every effort will be made to present it to the Board of County Commissioner for consideration at its next regularly scheduled meeting. Upon approval by the BoCC, County will diligently work to close the transaction upon the receipt of an acceptable title commitment.
- (d) 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.

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- (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, mortgages and Judgments/Liens as described in Section (d), 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.
- (f) The County agrees to grant extended occupancy of the Property through June 1, 2026 to the Owner and Adrian Ureste, and the Owner agrees to execute, and have Adrian Ureste execute Extended Occupancy and Hold Harmless Agreements for said extended occupancies. In addition the Owner agrees to obtain an executed Quit Claim Deed to the County for Adrian Ureste, at or prior to Closing. Any improvements or personal property not removed upon vacation of the premises or expiration of extended occupancy of the Property shall be considered abandoned by the Owner.
- (g) County acknowledges that this conveyance of the Property for right-of-way is in lieu, 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:  6/3/25  
R. Wade Allen, Director  
Real Estate Services  
Its Agent

**OWNER:**

  
Robert Ureste Date

Approved by the Board:

Date: \_\_\_\_\_

**Exhibit “A”**

A part of Lot 165, WAHNETA FARMS as recorded in Plat Book 1, Pages 82A and 82B described as:

Begin 736.0 feet East of Southwest corner of Lot 165, thence continue East 140.0 feet, then North  $40^{\circ}55'$  East 332.0 feet, thence North  $56^{\circ}24'04''$  West for 298.44 feet, thence South  $40^{\circ}55'$  West for 90.0 feet, thence South  $08^{\circ}10'24''$  West for 351.55 feet to point of beginning, Less the South 25.0 feet for road right-of-way, Polk County, Florida.