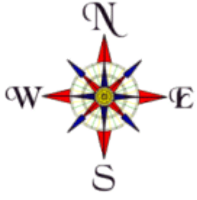


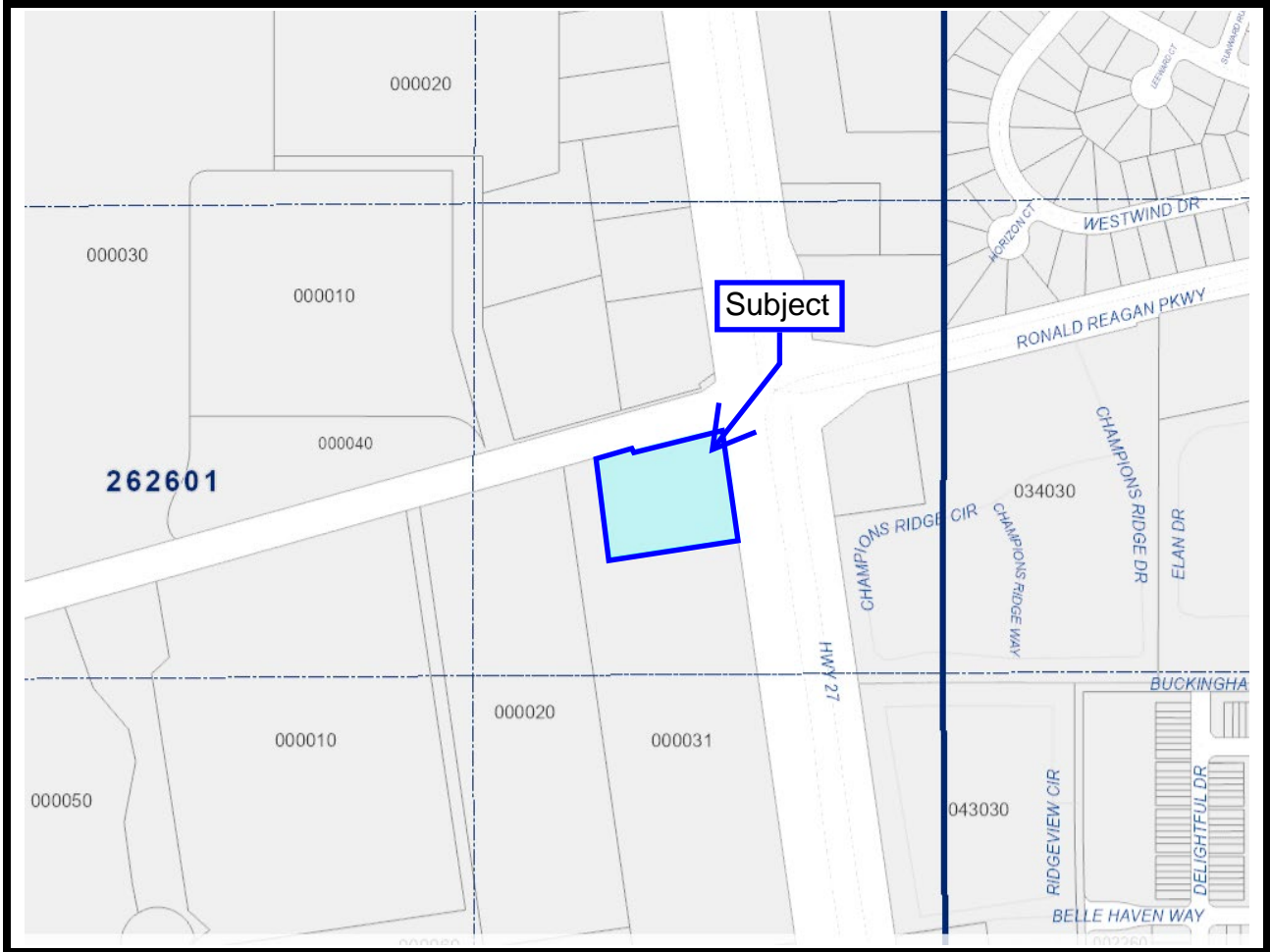
Subject Area

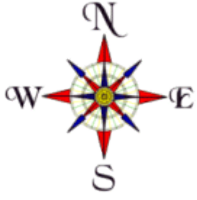
North

Section 01, Township 26 South, Range 26 East



SECTION 01, TOWNSHIP 26 SOUTH, RANGE 26 EAST





SECTION 01, TOWNSHIP 26 SOUTH, RANGE 26 EAST



Page 1

Project Name: Deen Still Road
Parcel ID No.: 262601-999972-000032

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 14th day of May, 2026, by and between **WAWA, INC., a New Jersey corporation**, whose address is 260 W. Baltimore Pike, Wawa, Pennsylvania 19063, (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 Deen Still Road ("Project) and said Owner has agreed to sell the property currently identified as Parcel ID No. 262601-999972-000032, 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) **Purchase Price and Conveyance.** Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, and restrictions (except as otherwise provided herein), unto the County, for the total purchase price of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) (the "Purchase Price").
- (b) **Payment and Closing.** The County shall pay the Purchase Price, together with applicable closing costs as described in Section (d), within forty-five (45) days from the date of this Agreement (the "Closing Date"), upon simultaneous delivery of the Warranty Deed of conveyance. Payment shall be made to the title agency described in Section (d) herein for disbursement at closing.
- (c) **Owner Obligations at Closing.** 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 Closing Date), and assessments due on the Closing Date. Any such amounts due will be deducted at closing from the Owner's proceeds. Owner shall also be responsible for the payment and satisfaction of any monetary mortgages, judgments, and/or liens that attach to the Property, and any such amounts due will be deducted at closing from the Owner's proceeds.
- (d) **Closing Agent.** 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 (c), 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.

- (e) **Deed Restrictions.** The Warranty Deed conveying the Property shall include a restriction prohibiting the Property to be occupied or used for a convenience food store (the "Use Restriction"). The Use Restriction shall run with the land and be binding upon the County and its successors, assigns, and transferees. The term "convenience food store" means any store generally recognized by the retail food industry as being a convenience food store, including but not limited to, the type of store operated by Owner, Sheetz, 7-Eleven, Turkey Hill, Hess, Speedway, Cumberland Farms, QuickChek, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Trac, Gate, Thorntons, Hess Express, Murphy USA, Murphy Express or Sunoco A-Plus.
- (f) **Involuntary Conveyance.** County acknowledges that this conveyance of the Property for right-of-way is in lieu, and under threat, of condemnation. The parties acknowledge that this characterization may have tax consequences for Owner, and nothing in this Agreement shall be construed to alter Owner's right to treat this transaction as an involuntary conversion under applicable provisions of the Internal Revenue Code.
- (g) **Release of Claims.** Owner agrees and expressly acknowledges that the Purchase Price and other consideration given in accordance with this Agreement constitute just and full compensation for all property interests acquired hereunder and all claims arising from this acquisition; provided, however, that this release shall not extend to any obligations of the County arising under this Agreement that survive closing, nor to any claims arising from the County's breach of this Agreement. No other monies, including fees and/or costs, are owed by the County to Owner except as expressly set forth herein.
- (h) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings between the parties. This Agreement may not be amended or modified except by a written instrument signed by both parties.
- (i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

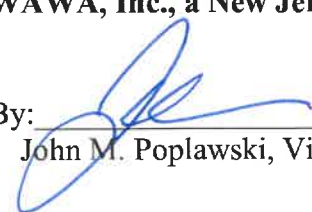
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

COUNTY:
POLK COUNTY, a political subdivision of the State of Florida

By: 

Scott C. Lowery, Support Manager
Real Estate Services

OWNER:
WAWA, Inc., a New Jersey corporation

By: 

John M. Poplawski, Vice President

Approved by:



Robert W. Allen,
Real Estate Services Director

5/14/26
Date

Approved by the Board:

Date: _____

Exhibit "A"

A part of Lot 3 of Way Estates according to the plat thereof as recorded in Plat Book 58, Pages 49 and 50 and being a part of a tract of land described in Official Record Book 5948, page 746 and being more particularly described as follows:

Beginning at the intersection of the Southerly Right of Way line of Deen Still Road and the Westerly Right of Way line of US Highway 27 at a 1/2 inch rebar with LS cap LB 2168;

Thence South 08 degrees 12 minutes 54 seconds East along the Westerly Right of Way line of US Highway 27 a distance of 314.75 feet to a 5/8 inch rebar with LS cap LB 6899;

Thence South 81 degrees 47 minutes 35 seconds West a distance of 366.00 feet to a 5/8 inch rebar with LS cap 6899;

Thence North 08 degrees 12 minutes 25 seconds West 284.74 feet to a 5/8 inch rebar with LS cap 6899 on the Southerly Right of Way line of Deen Still Road;

Thence North 74 degrees 30 minutes 05 seconds East along the Southerly Right of Way line of Deen Still Road a distance of 106.61 feet to a 5/8 inch rebar with LS cap 2168;

Thence continuing along the Right of Way line of Deen Still Road South 13 degrees 10 minutes 46 seconds East 9.15 feet to a 5/8 inch rebar with LS cap 2168;

Thence continuing along the Right of Way line of Deen Still Road North 76 degrees 09 minutes 30 seconds East 260.67 feet to the PLACE OF BEGINNING.