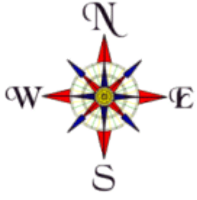
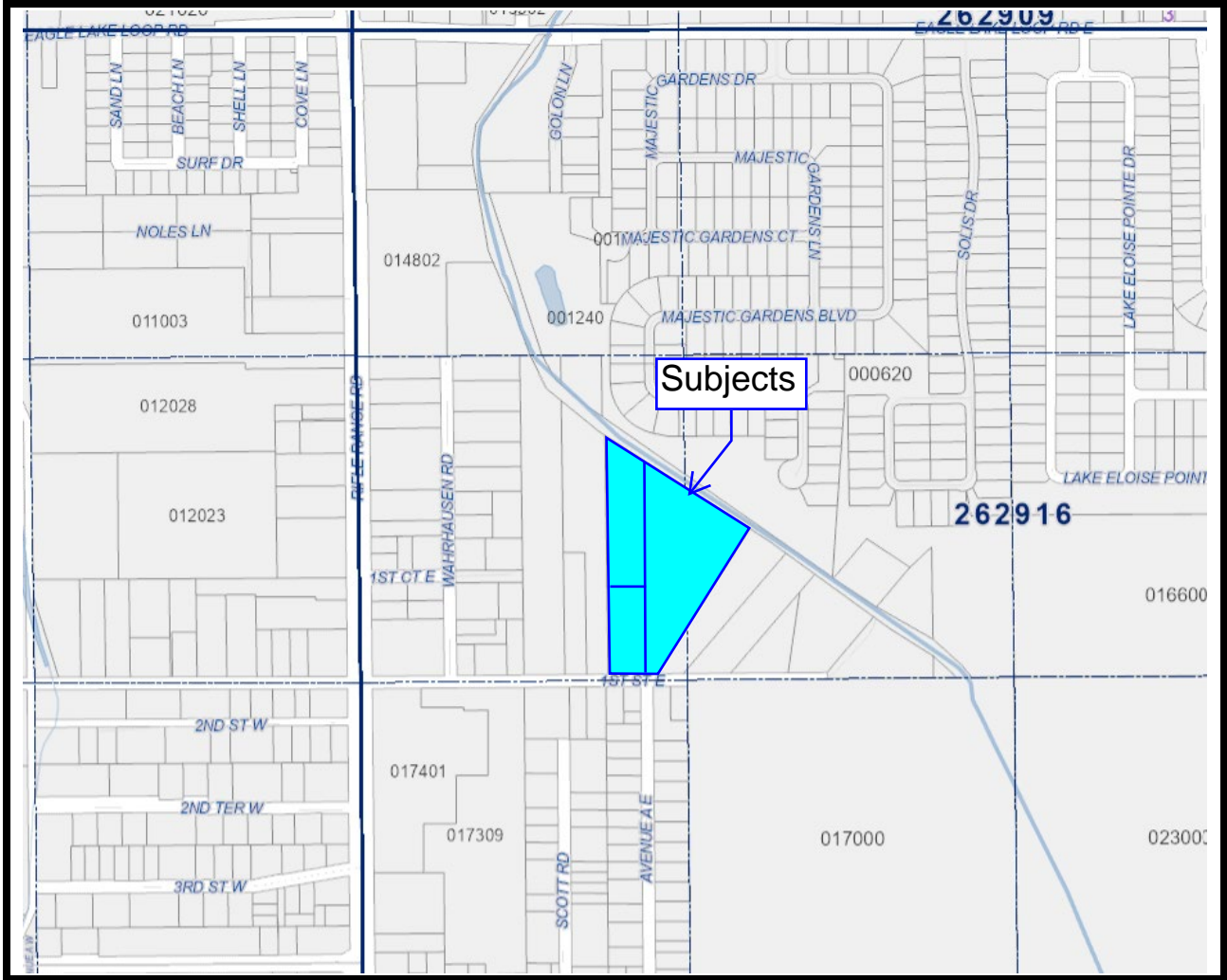


Section 16, Township 29 South, Range 26 East



SECTION 16, TOWNSHIP 29 SOUTH, RANGE 26 EAST





Board of County Commissioners

Project Name: Thompson Nursery Road Phase 1 – Segment 2
Parcel ID Nos.: 262916-689000-016506/016508/016509

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 10th day of March, 2026, by and between **JOHNNIE W. WELCH, JR.**, a married man joined by his spouse **KRISTEN L. HALL**, whose address is P.O. Box 126, Eagle Lake, Florida 33839, (the “Owners”), 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 Owners have agreed to sell the properties currently identified as Parcel ID No. 262916-689000-016508 (the “Primary Residence”); Parcel ID No. 262916-689000-016509 (the “North Parcel”) and Parcel ID No. 262916-689000-016506 (the “East Parcel”), as collectively described in attached Exhibit “A” (hereinafter collectively known as 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) Owners agree to sell and convey the Primary Residence for the sum of \$500,000, the North Parcel for the sum of \$275,000 and the East Parcel for the sum of \$275,000, for a total purchase price of \$1,050,000 for the Property, all by a Warranty Deed, free of liens and encumbrances, unto the County.
- (b) The County payment of \$1,050,000, 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 (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 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 Owners’ proceeds. Owners 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 Owners' proceeds.

- (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, mortgages and Judgments/Liens as described in Section (c), and real estate commissions or fees, if any, incurred as a result of the Owners. 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) The Property as described in the attached Exhibit "A" was prepared from information available at the time of this Agreement without the benefit of a review by a licensed surveyor. County and Owner agree that the description will be reviewed and/or prepared by a licensed surveyor, at the sole cost and expense of the County, and the description as approved and/or prepared by said surveyor shall be the prevailing description for the Closing, provided that such legal description(s) generally describes the same property described in Exhibit "A" and identified by the Parcel ID Numbers stated herein.
- (f) The County agrees to grant extended occupancy of the Property to the Owners for a initial period of one year and the Owners agree to execute an Extended Occupancy and Hold Harmless Agreements for said extended occupancy. 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 Owners.
- (g) County acknowledges that this conveyance of the Property for right-of-way is in lieu, and under threat, of condemnation.
- (h) 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.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

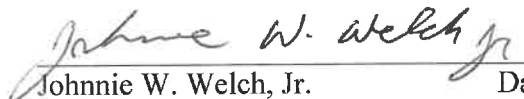
*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

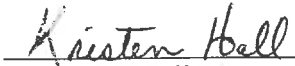
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

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

OWNERS:

By:  3/12/26
R. Wade Allen, Director
Real Estate Services
Its Agent

 3-10-2026
Johnnie W. Welch, Jr. Date

 3-10-2026
Kristen L. Hall Date

Approved by the Board:

Date: _____

Exhibit “A”

Primary Residence:

The South 354 feet of the following described parcel, as recorded in Official Records Book 4003, page 946; Beginning at the Southwest corner of Lot 165 of Wahneta Farms, a subdivision, as recorded in Plat Book 1, pages 82-A and 82-B, of the Public Records of Polk County, Florida ; run thence Easterly 158.00 feet; run thence North 0°40’ East for a distance of 880.00 feet, more or less; run thence Northwesterly along the South Bank of the Canal, a distance of 200 feet, more or less, to the West boundary of said Lot 165; run thence South 1000 feet, more or less, to the Southwest corner of said Lot 165, the Point of Beginning; LESS the South 25 feet for road right-of-way, and LESS the West 10 feet of Lot 165 of Wahneta Farma Subdivision, according to Plat Book 1, pages 82-A and 82-B, Polk County, Florida lying South of canal.

AND

North Parcel:

A portion of Lot 165 of Wahneta Farms, a subdivision as recorded in Plat Book 1, pages 82-A and 82-B described as follows: Beginning at the Southwest corner of said Lot 165; run East 158.00 feet; thence North 880.00 feet more or less to canal; thence Northwesterly along the south bank of the canal 200.00 feet more or less to the West line of said Lot 165, thence South 1000 feet, more or less, to the Point of Beginning; LESS the South 25 feet and LESS the West 10 feet and less the South 354 feet thereof.

AND

East Parcel:

A portion of Lot 165 of Wahneta Farms, a subdivision as recorded in Plat Book 1, pages 82-A and 82-B described as follows: Beginning at the Southwest corner of said Lot 165; run East 158 feet for a Point of Beginning; thence North 880 feet; thence S 54°45’30” E, 502.92 feet; thence S 33°07’ W, 711 feet; thence West 34.37 feet to the Point of Beginning, LESS the South 25 feet for road right-of-way.