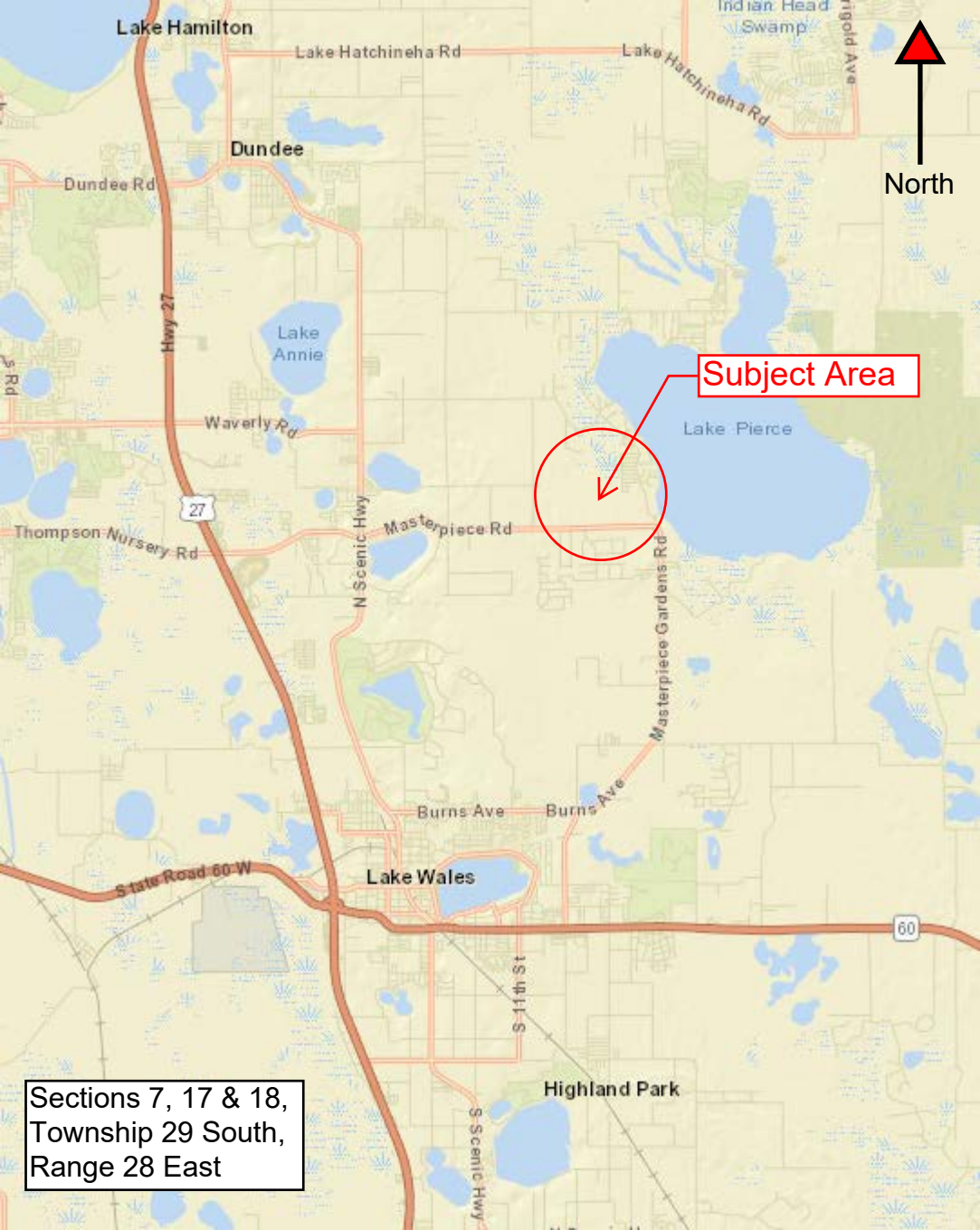




Lake Hamilton

Lake Hatchineha Rd

Lake Hatchineha Rd

Indian Head Swamp

Highway Ave

Dundee

Dundee Rd

Hwy 27

Lake Annie

Waverly Rd

27

Thompson Nursery Rd

N Scenic Hwy

Masterpiece Rd

Masterpiece Gardens Rd

Subject Area

Lake Pierce

Burns Ave

Burns Ave

State Road 60 W

Lake Wales

S 11th St

S Scenic Hwy

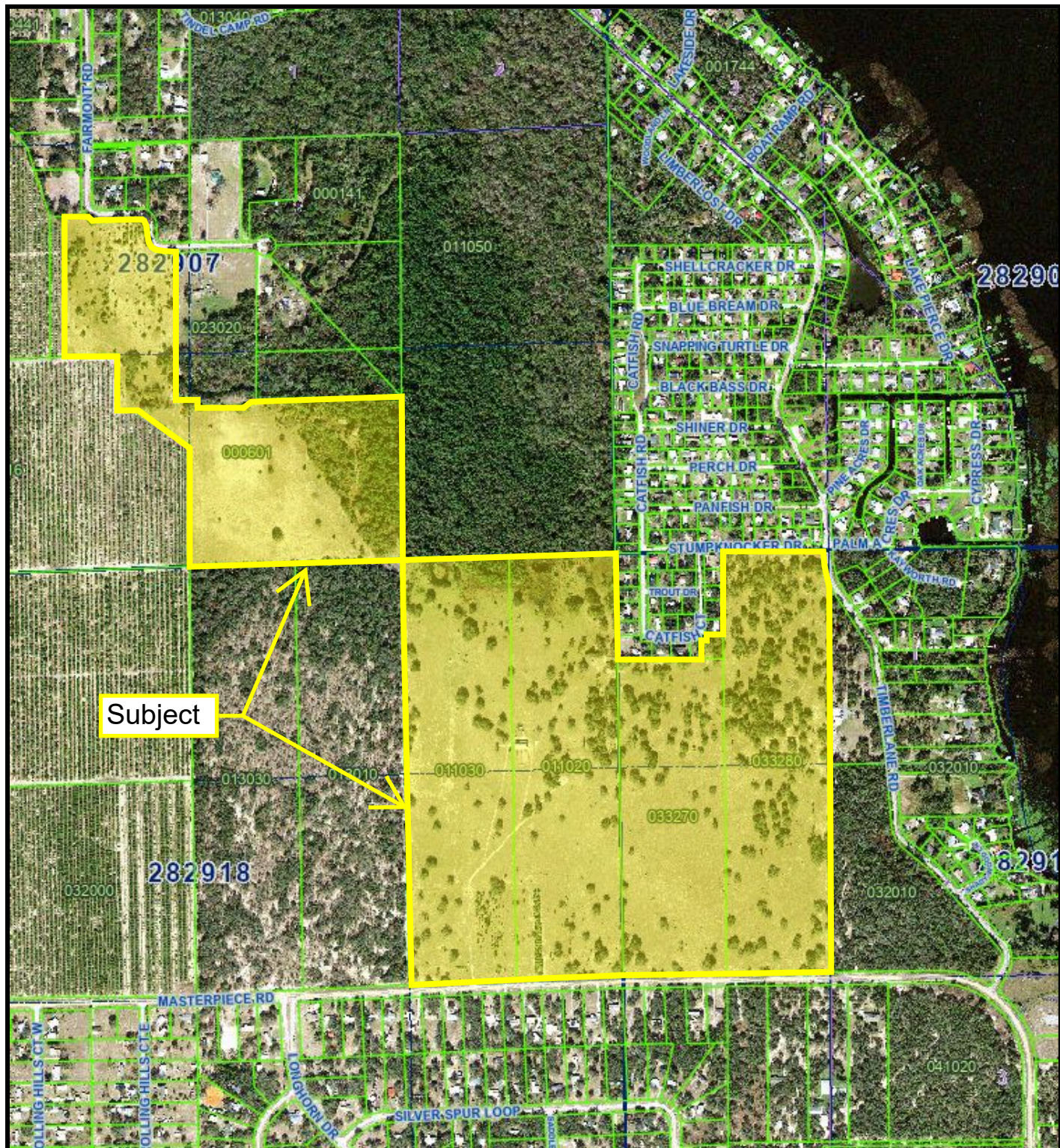
Highland Park

North

Sections 7, 17 & 18,
Township 29 South,
Range 28 East



SECTIONS 7, 17 & 18, TOWNSHIP 29 SOUTH, RANGE 28 EAST



AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into as of the Effective Date (defined in Section 4 below), by and between TEXAS AQUATIC HARVESTING, INC., a Florida corporation, whose address is 2 Seaboard Avenue, Lake Wales, FL 33853, referred to as "Seller" and POLK COUNTY, a political subdivision of the State of Florida, whose mailing address is P.O. Box 9005, Bartow, Florida 33831, referred to as "Purchaser".

1. AGREEMENT TO SELL. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller that certain real property, containing approximately 196-acres, identified as Parcel ID Numbers 282907-936650-000601 and 282917-000000-033040/033270/033280 and 282918-000000-011020/011030, as more particularly described in the attached Exhibit "A" located in Polk County, Florida, together with all improvements, easements, and appurtenances (the "Property"), in accordance with the provisions of this Agreement. Subject to the approved exceptions, the conveyance of the Property will include, without limitation, improvements and all rights with respect to the Property, including, but not limited to, all water rights, all mineral rights, all oil and gas rights and all other rights connected with the beneficial use and enjoyment of the Property.

2. ACKNOWLEDGMENT. In consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions contained herein.

3. TOTAL PURCHASE PRICE. The total purchase price ("Total Purchase Price") for the Property is Eight Million Five Hundred Thousand and 00/100 Dollars (\$8,500,000). The total purchase price will be paid by Purchaser at Closing, subject only to the pro rations and adjustments as otherwise provided in this Agreement. The purchase price shall be paid to the Title Company (hereinafter defined) by Purchaser via county warrant, or electronic wire transfer. Seller acknowledges and agrees that Purchaser shall take fee simple title to all of the Property at Closing. Unconditional conveyance of the

Property in fee simple from Seller to Purchaser will take place at the Closing, in exchange for the payment to be made to the Seller at Closing as set forth in this paragraph.

4. TIME FOR ACCEPTANCE Seller acknowledges and agrees that its execution of this Agreement constitutes a binding offer to sell the Property to Purchaser for the Total Purchase Price, as stated above. Said binding offer shall be valid and enforceable from the date of Seller's execution of this Agreement through November 18, 2025. The effective date of this Agreement, for purposes of performance, shall be regarded as the date when the Polk County Board of County Commissioners approves this Agreement on behalf of Purchaser (the "Effective Date"), which date may be no later than November 18, 2025. If this Agreement is not approved on behalf of the Purchaser by November 18, 2025, this Agreement shall automatically terminate without further notice, and the parties shall have no obligations hereunder. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the Property unless incorporated by reference herein. In such event, the parties shall have no further rights or obligations to each other hereunder.

5. GEOTECHNICAL AUDIT. Purchaser, prior to closing and at its sole cost and expense, may conduct a Geotechnical Audit and the Seller hereby grants the Purchaser full and free access to the Property to perform soil borings/geotechnical review. In the event the Geotechnical Audit reveals unsatisfactory soils for the Purchaser's intended use and in the sole discretion of the Purchaser, then the Purchaser may elect to terminate this Agreement by sending written notice to the Owner within twenty (20) calendar days after receipt of this Audit, and neither party shall have any further obligation under this Agreement.

6. HAZARDOUS MATERIALS. Intentionally Omitted.

7. Wood-Destroying Organisms Inspection. Intentionally Omitted.

8. Roof Inspection. Intentionally Omitted.

9. SURVEY. Purchaser may have the Property surveyed at its sole cost and expense. The

Survey shall be conducted in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers, shall state the acreage of the Property, shall locate all title exceptions listed in the Title Commitment, and shall be signed and sealed by a Florida registered land surveyor or professional engineer licensed by the State of Florida. If the Survey shows any encroachment on the Property or improvements intended to be located on the Property encroach on land of another, the same shall be treated as a Title Defect under Section 11 below. Purchaser and Seller agree that the description may 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 generally describes the same property described in Exhibit "A" and identified by the Parcel ID Numbers stated herein.

10. TITLE INSURANCE. Purchaser shall, at its sole cost and expense and at least thirty (30) days prior to the closing of the transaction contemplated herein (the "Closing"), obtain a title insurance commitment prepared by American Government Services Corporation (the "Title Company"), to be followed by an owner's marketable title insurance policy insuring marketable title to the Property in the amount of the total purchase price. In the event of defects in the title, Seller, at its sole cost, will cure the same as provided in Section 11 below. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, subject to Purchaser delivering a current certified survey to Seller and Title Company as further described in Section 9 of this Agreement; and (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

11. DEFECTS IN TITLE. If the Title Commitment or Survey contains exceptions to title which are not acceptable to Purchaser in Purchaser's sole and absolute discretion, then Purchaser shall notify Seller of any and all objections to same in writing at least fifteen (15) days prior to Closing. Any such

objection by Purchaser shall be deemed a "Title Defect," whether shown in the Survey or disclosed in the Title Commitment. Such notice is referred to herein as the "Notice of Title Defect." Seller shall provide notice to Purchaser within five (5) days of receipt of the Notice of Title Defect which, if any, of the Title Defects Seller intends to cure prior to Closing. If Seller does not provide written notice to Purchaser within five (5) days from receipt of Purchaser's Notice of Title Defect that it intends to cure all Title Defects, then Purchaser may terminate this Agreement. Seller shall use its best efforts to cure the Title Defects, but shall not be obligated to cure any Title Defect. Purchaser shall also have the right to object at any time to any Title Defect placed of record subsequent to the effective date of the Title Commitment, whether by virtue of an update to the Title Commitment or as indicated on an updated Survey or otherwise. If Seller shall fail or decline to cure any Title Defects required or agreed to be cured by Seller prior to Closing, then, at the option of Purchaser, Purchaser may (i) terminate this Agreement, or (ii) proceed to Closing without satisfaction of Purchaser's objection(s). 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.

12. LEASES. Seller agrees to serve proper termination notice, in accordance with Florida Statutes, to any and all tenants located on the Property and provide satisfactory evidence of said notice to the Purchaser prior to Closing. Seller further acknowledges and agrees that the Closing shall not occur until all tenants have been properly served and have vacated the Property.

13. INTEREST CONVEYED. At Closing, Seller shall execute and deliver to Purchaser a Warranty Deed, in the name of Polk County, a political subdivision of the State of Florida, in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those encumbrances that do not impair the marketability of the title to the Property.

14. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall, if

applicable, submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes. The Title Company will conduct the Closing and will prepare the deed described in paragraph 13 of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser, and title insurer in accordance with Section 627.7842, Florida Statutes. All prepared documents shall be submitted to Purchaser and Seller for review and approval at least five (5) days prior to the closing.

15. OWNERS AFFIDAVIT/CONSTRUCTION LIENS. At Closing, the Seller shall furnish to the Purchaser an Owner's Affidavit(s) ("owner's Affidavit") swearing that there have been no improvements to the Property for ninety (90) days immediately preceding the Closing Date (as defined in Section 21 of this Agreement) in order to enable the Title Company to delete the construction lien exception from the Title Commitment. If the Property has been improved within ninety (90) days immediately preceding the Closing Date, the Seller shall deliver appropriate releases or waivers of all construction liens and the Seller's construction lien affidavit to enable the Title Company to delete the construction lien exception from the Title Commitment. In addition, the Owner's Affidavit shall be acceptable to the title Company to enable the Title Company to delete the unrecorded easements, parties in possession, and other standard exceptions from the Title Commitment.

Seller shall comply with the provisions of the Foreign Investment Real Property Tax Act, Section 1445 of the Internal Revenue Code (FIRPTA). In the event the Seller is not a "non-resident alien" or a "foreign person" as defined within the meaning of FIRPTA, then Seller shall provide at Closing to the Purchaser a non-foreign affidavit in a form acceptable to the Closing Agent ("Non-Foreign Affidavit"); or in the event the Seller is a "non-resident alien" or "foreign person" within the meaning of FIRPTA and Seller has not otherwise obtained an exemption or other written release from the Internal Revenue Service (IRS), then the Closing Agent shall withhold a sum equal to 15% of the Purchase Price, or such amount set forth in any written release from the IRS, from Seller's proceeds at closing and pay such

sum to the IRS within ten (10) days from Closing.

16. DOCUMENTS FOR CLOSING. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) to Purchaser the following documents and instruments ("Seller's Documents"): the Warranty Deed, the Owner's Affidavit, the Non-foreign Affidavit, the Closing Statement, a certificate stating that the representations and warranties contained in this Agreement are true and correct, and all other documents and instruments provided for under this Agreement, required by the Title Company, or reasonably required by Purchaser to consummate the transaction contemplated by this Agreement, all in form, content, and substance reasonably required by and acceptable to Purchaser.

If Seller is not an individual, then Seller shall prepare and deliver to Purchaser, or Title Company, at least five (5) days prior to Closing evidence satisfactory to Purchaser that Seller has complied with any corporate, trust, limited liability company, general partnership or limited partnership requirements necessary to authorize the sale and conveyance of the Property in accordance with the provisions of this Agreement.

17. PURCHASER REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within fifteen (15) days after receipt of of the required items, provided any rejections are reasonable. Seller will have fifteen (15) days thereafter to cure and resubmit any reasonably rejected item. In the event Seller fails to timely deliver any item, or Purchaser reasonably rejects any item after delivery, Purchaser may, in its discretion, extend the closing for up to fifteen (15) days.

18. EXPENSES. Seller will pay the documentary revenue stamp tax and costs associated with the conveyance. Purchaser will pay the title insurance premium, closing fee, title search fee, and recording cost for the deed and ancillary recording costs associated with the closing. Each party shall pay their own attorney's fees.

19. TAXES AND ASSESSMENTS. All real estate taxes prior to 2024 and all certified confirmed

and ratified assessments which are a lien against the Property shall be satisfied of record by Seller at Closing, all current real estate taxes shall be pro-rated as of Closing, and all other assessments shall be assumed by Purchaser at Closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of Closing, based upon the current assessment and millage rates on the Property. In the event Purchaser acquires fee title to the Property on or after November 1, Seller shall pay at Closing an amount equal to the taxes that are determined to be legally due and payable to the county tax collector.

20. ADDITIONAL CONDITIONS PRECEDENT TO CLOSING. In addition to all other conditions precedent to Purchaser's obligation to consummate the purchase and sale contemplated herein provided elsewhere in this Agreement, the following shall be additional conditions precedent to Purchaser's obligation to consummate the purchase and sale contemplated herein:

a.

b. The physical condition of the Property shall be the same on the date of Closing as on the Effective Date of this Agreement, reasonable wear and tear excepted.

c. At Closing, there shall be no litigation or administrative agency or other governmental proceeding, of any kind whatsoever, pending or threatened which after Closing would, materially adversely affect the value of the Property.

d. Prior to Closing, approval and release of funds to Purchaser in the amount of the Purchase Price by Polk County Board of County Commissioners.

Should any of the conditions precedent to Closing provided in subparagraphs above fail to occur, then Purchaser shall have the right, in Purchaser's sole and absolute discretion, to terminate this Agreement upon which both parties shall be released of all obligations under this Agreement with respect to each other.

21. CLOSING PLACE AND DATE. The Closing shall occur on or before December 1, 2025 (the "Closing Date"), after Purchaser's approval of this Agreement; provided, however, that if a defect exists in the title to the Property, title commitment, or any other documents required to be provided or completed and executed by Seller, the Closing shall occur either on the original Closing Date or within thirty (30) days after receipt of documentation curing the defects, whichever is later, but in no case later than December 31, 2025. The date, time, and place of closing shall be mutually agreed upon by Seller and Purchaser. The Purchaser shall have the unilateral right in its sole and absolute discretion to extend the Closing Date any number of times up to a total of thirty (30) days.

22. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing. In the event that between the date this Agreement is executed by Seller and the date of closing the condition of the Property, as it existed on the date this Agreement is executed by Seller, is altered by an act of God or other natural force beyond the control of Seller, Purchaser may, at Purchaser's sole discretion, go forward and close the transaction without diminution in the purchase price, or Purchaser may terminate this transaction upon written notice to the Seller.

23. POSSESSION. Seller shall deliver possession of the Property to Purchaser at Closing.

24. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, or refuse to close, each of the foregoing remedies without having any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default. The remedies set forth above shall be the Purchaser's sole remedies hereunder. In connection with any dispute arising out of this Agreement (including without limitation litigation and appeals) each party, whether Seller or Purchaser, will be responsible for their own attorney's fees and costs.

25. BROKERS. Any real estate commission or fee that may arise as a result of this Agreement or subsequent closing is the sole responsibility of Seller.

26. INDEMNIFICATION. Seller shall indemnify and hold the Purchaser harmless from and against any and all such claims, actions, damages, liabilities, demands, judgments, costs, and expenses, including reasonable legal fees, of any and every kind, arising directly or indirectly from this Agreement. Seller acknowledges the specific consideration received and its sufficiency to support this indemnification of Purchaser. The obligations of the Seller under this clause shall survive the closing of the transaction contemplated in this Agreement and the Agreement.

26. RECORDING. A notice of this Agreement may be recorded by Purchaser in the appropriate county, and Seller will execute an appropriate notice, if requested by Purchaser.

27. ASSIGNMENT. This Agreement may not be assigned by Seller or Purchaser without the prior written consent of the other party which consent will not be unreasonably withheld.

28. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

29. SUCCESSORS IN INTEREST. The terms and conditions of this Agreement shall apply to and bind Seller, its successors and assigns upon signing by Seller and shall be binding upon Purchaser upon approval by Purchaser. Whenever used, the singular shall include the plural and one gender shall include all genders.

30. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and undertakings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. The degree of either party's role in the preparation of this Agreement shall not be construed against the drafter.

31. WAIVER. Failure of Purchaser or Seller to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

32. AGREEMENT EFFECTIVE. This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

33. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

34. NOTICE. Whenever a party desires or is required to give notice unto the other, it is must be given by written notice, and either delivered personally or mailed to:

Purchaser: POLK COUNTY
c/o Real Estate Services Director
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831

Seller: Texas Aquatic Harvesting, Inc.
c/o James P. Vaughn, President
2 Seaboard Avenue
Lake Wales, FL 33853

35. SURVIVAL. The covenants, warranties, representations, indemnities and undertaking of Seller and Purchaser set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in this Agreement and Purchaser's possession of the Property.

THIS AGREEMENT IS SUBJECT TO AND CONTINGENT UPON:

- (1) Approval by the Polk County Board of County Commissioners; and
- (2) Purchaser's approval of all documents to be furnished hereunder by Seller as provided hereunder.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.

IN WITNESS WHEREOF, Texas Aquatic Harvesting, Inc. has caused this instrument to be executed in its name for the purpose expressed the day and year written above.

WITNESSES AS TO SELLER:

Becky McClary

(WITNESS)

Becky McClary

(PRINTED NAME OF WITNESS)

Maria C Vega

(WITNESS)

Maria C Vega

(PRINTED NAME OF WITNESS)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of Sept., 2025 by James P. Vaughn, as President of Texas Aquatic Harvesting, Inc., a Florida corporation, who signed on behalf of said corporation. He ☒ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

C. Diane Lunsford
Notary Public, State of Florida
My Comm Expires October 25 2026
Commission #HH325803

SELLER:

TEXAS AQUATIC HARVESTING, INC.,
a Florida corporation

By: James P. Vaughn
James P. Vaughn, President

C. Diane Lunsford

NOTARY PUBLIC, STATE OF FL

C. Diane Lunsford

(PRINTED NAME OF NOTARY)

COMMISSION EXP.: 10-25-26

COMMISSION No.: HH325803

ATTEST:

STACY M. BUTTERFIELD
CLERK TO THE BOARD

PURCHASER:

POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
T.R. WILSON, CHAIRMAN OF THE BOARD OF
COUNTY COMMISSIONERS

DATE: _____

DATE: _____

APPROVED BY POLK COUNTY
BOARD OF COUNTY COMMISSIONERS ON:

APPROVED AS TO FORM AND LEGALITY

DATE

COUNTY ATTORNEY'S OFFICE

APPROVED BY:

 9/24/2025
Robert W. Allen, Real Estate Services Director

EXHIBIT "A" – Sheet 1 of 3

Parcel 1: Property Appraiser Parcel #28-29-07-936650-000601 (*Fairmont Road, Lake Wales, FL 33898*):

Parcel A: Lots 15 and 16 of Fairmont Subdivision, according to the plat thereof recorded in Plat Book 70, Page 34, public records of Polk County, Florida.

Parcel B: A portion of Lots 48, 49 and 59 of Starr Lake Development Company Subdivision, as recorded in Plat Book 6, Page 2, and a portion of the North 1/2 of vacated right-of-way for an unnamed private road lying South of said Lots 49 and 59, as set forth in Amended Resolution No. 08-096, recorded in O.R. Book 7672, Page 2283, all found in the public records of Polk County, Florida, and all lying in Section 7, Township 29 South, Range 28 East, Polk County, Florida; being more particularly described as follows: Begin at the Northeast corner of the South one-half of the Southwest 1/4 of the Northwest 1/4 of said Section 7; run thence North 88°31'53" East 84.35 feet to the Northwest corner of Lot 5 of Fairmont Subdivision, according to the plat thereof as recorded in Plat Book 70, Page 34, public records of Polk County, Florida; thence, along the westerly boundary of Fairmont Subdivision, South 00°05'43" West 388.19 feet; thence continue along said plat boundary, South 40°37'55" East 344.84 feet; thence continue along said plat boundary, South 17°56'17" East 455.24 feet to the Point of Beginning (said point also being the Northwest corner of Lot 15 of Fairmont Subdivision); thence continue along said plat boundary, South 17°56'17" East 69.79 feet; thence continue along said plat boundary, South 24°39'13" East, 717.46 feet; thence continue along said plat boundary, South 00°05'00" East, 145.52 feet to the South boundary of the Northeast 1/4 of the Southwest 1/4 of Section 7; thence South 88°16'51" West, along said South boundary, 418.71 feet, more or less, to a point which lies North 88°07'42" East 444.35 feet from the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 7; thence North 00°03'05" West, a distance of 873.52 feet to the Point of Beginning.

Less and except from Parcels A and B described above those parts thereof which lie within the following described parcel, to wit: Commence at the SW corner of the NE 1/4 of the SW 1/4 of said Section 7; thence N88°07'42"E along the South line of said NE 1/4 of the SW 1/4, a distance of 444.35 feet to the Point of Beginning; thence N00°03'05"W a distance of 873.52 feet to the NW corner of Lot 15 of said Fairmont Subdivision; thence N87°19'05"E along the North line of said Lot 15, a distance of 84.54 feet; thence S00°26'15"E, a distance of 874.56 feet to the aforementioned South line of the NE 1/4 of the SW 1/4; thence S88°07'42"W along said South line, a distance of 90.39 feet to the Point of Beginning.

Parcel C: Begin at the Southwest corner of the Southeast quarter of Section 7, Township 29 South, Range 28 East, Polk County, Florida; run thence North 88°23'07" East, 1323.05 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 7; thence North 00°12'01" West along the East boundary of the Southwest quarter of the Southeast quarter, 1024.31 feet; thence South 88°16'51" West, 901.90 feet; thence South 70°53'46" West 93.86 feet; thence South 88°14'57" West 277.03 feet; thence North 00°06'34" East 50 feet; thence South 88°18'26" West 137.0 feet; thence North 00°06'34" East, 281.34 feet to the Southeast corner of Lot 16 of Fairmont Subdivision, according to the plat thereof as recorded in Plat Book 70, Page 34, public records of Polk County, Florida; run thence South 88°16'51" West along the South boundary of said Fairmont Subdivision, 241.60 feet; thence South 00°03'41" West 331.12 feet; thence North 88°18'26" East 328.33 feet to a point on the West boundary of the Southeast quarter of Section 7; thence, along said West boundary, South 00°06'34" West 993.83 feet to the Point of Beginning.

Parcel D: A portion of Lot 60 of Starr Lake Development Company Subdivision, lying in Section 7, Township 29 South, Range 28 East, as recorded in Plat Book 6, Page 2, public records of Polk County, Florida, and a portion of the South 1/2 of vacated right-of-way for an un-named private road lying North of said Lot 60, as set forth in Amended Resolution No. 08-096, recorded in O.R. Book 7672, Page 2283, public records of Polk County, Florida; being more particularly described as follows: Commence at the SW corner of the NE 1/4 of the SW 1/4 of said Section 7; thence N88°07'42"E along the South line of said NE 1/4 of the SW 1/4, a distance of 862.03 feet to the

EXHIBIT "A" – Sheet 2 of 3

Point of Beginning; thence continue N88°07'42"E along said South line, a distance of 116.06 feet; thence S00°04'35"E, along the West line of the NE 1/4 of said Lot 60 and the northerly extension of this West line, a distance of 338.60 feet to the Southwest corner of the NE 1/4 of said Lot 60; thence S88°09'13"W, a distance of 116.06 feet; thence N00°04'35"W, a distance of 338.55 feet to the aforementioned South line of the NE 1/4 of the SW 1/4 and the Point of Beginning.

Parcel E: A portion of Lot 60 of Starr Lake Development Company Subdivision, lying in Section 7, Township 29 South, Range 28 East, as recorded in Plat Book 6, Page 2, public records of Polk County, Florida, and a portion of the West 1/2 of vacated right-of-way for an un-named private road lying East of said Lot 60, as set forth in Amended Resolution No. 08-096, recorded in O.R. Book 7672, Page 2283, public records of Polk County, Florida; being more particularly described as follows: Commence at the SW corner of the NE 1/4 of the SW 1/4 of said Section 7; thence N88°07'42"E along the South line of said NE 1/4 of the SW 1/4, a distance of 1314.13 feet to the NE corner of the SE 1/4 of the SW 1/4 of said Section 7; thence S00°01'54"E along the East line thereof, a distance of 338.76 feet to the Point of Beginning (said point also being on the Easterly extension of the South line of the NE 1/4 of said Lot 60); thence continue S00°01'54"E along the East line of the SE 1/4 of said SW 1/4, a distance of 244.53 feet; thence N55°09'25"W, a distance of 409.06 feet to the Southwest corner of the NE 1/4 of said Lot 60; thence N88°09'13"E, along the South line of the NE 1/4 of said Lot 60 and the easterly extension of this South line, a distance of 335.77 feet to the aforementioned West line of the SE 1/4 of the SW 1/4 and the Point of Beginning.

Parcel 2: Property Appraiser Parcel #28-29-17-000000-033040 (*Property Address is 2548 Catfish Court, Lake Wales, FL 33898*):

Parcels 531 and 532 of unrecorded plat of Lake Pierce Retreat Addition in the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 17, Township 29 South, Range 28 East, Polk County, Florida, more particularly described as follows.

Parcel 531: Commence at the Southwest corner of the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 17, Township 29 South, Range 28 East, and run Easterly along the South boundary of said NW 1/4 of the NW 1/4 of the NW 1/4 a distance of 515 feet for a point of beginning; thence Northerly and parallel with the West boundary of said NW 1/4 of the NW 1/4 of the NW 1/4 a distance of 115.74 feet to a point on a line 550 feet Southerly of and parallel with the North boundary of said NW 1/4 of NW 1/4 of NW 1/4; thence Easterly and parallel with said North boundary 35 feet; thence Southeasterly 158.71 feet to the Southeast corner of said NW 1/4 of the NW 1/4 of the NW 1/4; thence Westerly along the South boundary of said NW 1/4 of the NW 1/4 of the NW 1/4 a distance of 143.57 feet to the point of beginning.

Parcel 532: Begin at the Southeast corner of the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 17, Township 29 South, Range 28 East, and run Northerly along the East boundary of said NW 1/4 of the NW 1/4 of the NW 1/4 a distance of 155.75 feet to a point on a line 510 feet Southerly of and parallel with the North boundary of said NW 1/4 of the NW 1/4 of the NW 1/4; thence Westerly and parallel with said North boundary 109.66 feet to a point on a line 550 feet Easterly of and parallel with the West boundary of said NW 1/4 of NW 1/4 of NW 1/4; thence Southerly and parallel with West boundary 40 feet; thence Southeasterly 158.71 feet to the point of beginning.

Parcel 3: Property Appraiser Parcel #28-29-17-000000-033280 (*Parcel on Masterpiece Road, Lake Wales, FL 33898*):

That part of the East one-half of the West one-fourth of Section 17, Township 29 South, Range 28 East, Polk County, Florida, lying North of State Road S-17A. Being Parcel B-19 of unrecorded survey.

EXHIBIT "A" – Sheet 3 of 3

Parcel 4: Property Appraiser Parcel #28-29-17-000000-033270 (*Parcel on Masterpiece Road, Lake Wales, FL 33898*);

That part of the West one-fourth of the West one-half of Section 17, Township 29 South, Range 28 East, Polk County, Florida, lying North of State Road S-17A; less and except the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 17. Being Parcel A-6 of unrecorded survey.

Parcel 5: Property Appraiser Parcel #28-29-18-000000-011020 (*Parcel located at 2825 Masterpiece Road, Lake Wales, FL 33898*);

That part of the East one-fourth of the East one-half of Section 18, Township 29 South, Range 28 East, Polk County, Florida, lying North of State Road S-17A. Being Parcel A-7 of unrecorded survey.

Together with 1997 Palm Harbor Doublewide Mobile Home: VIN PH099268AFL, Title #72137529, Decal #12717653; and VIN PH099268BFL, Title #72137528, Decal #12717652.

Parcel 6: Property Appraiser Parcel #28-29-18-000000-011030 (*Parcel on Masterpiece Road, Lake Wales, FL 33898*);

That part of the West one-half of the East one-fourth of Section 18, Township 29 South, Range 28 East, Polk County, Florida, lying North of State Road S-17A. Being Parcel A-8 of unrecorded survey.