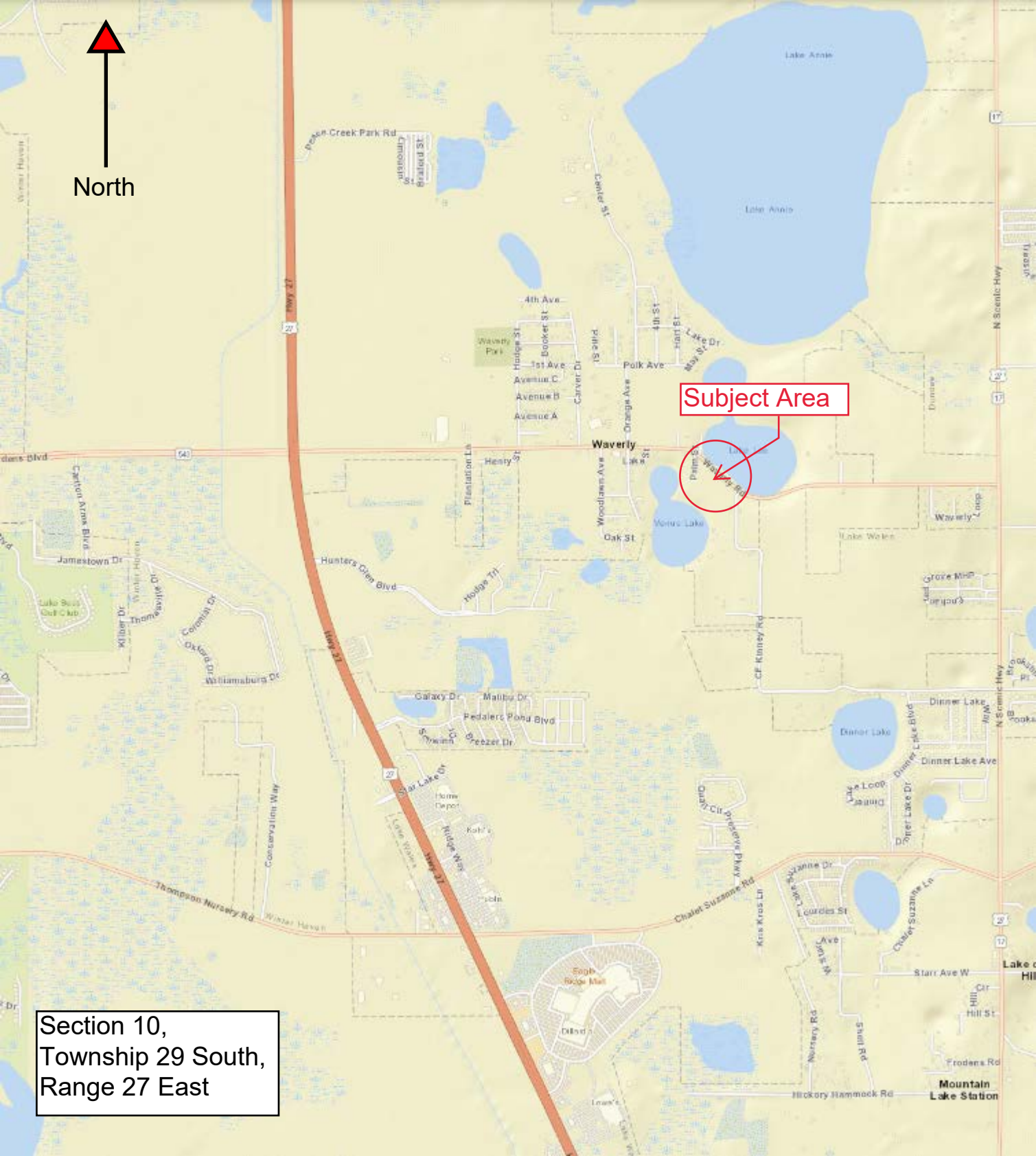


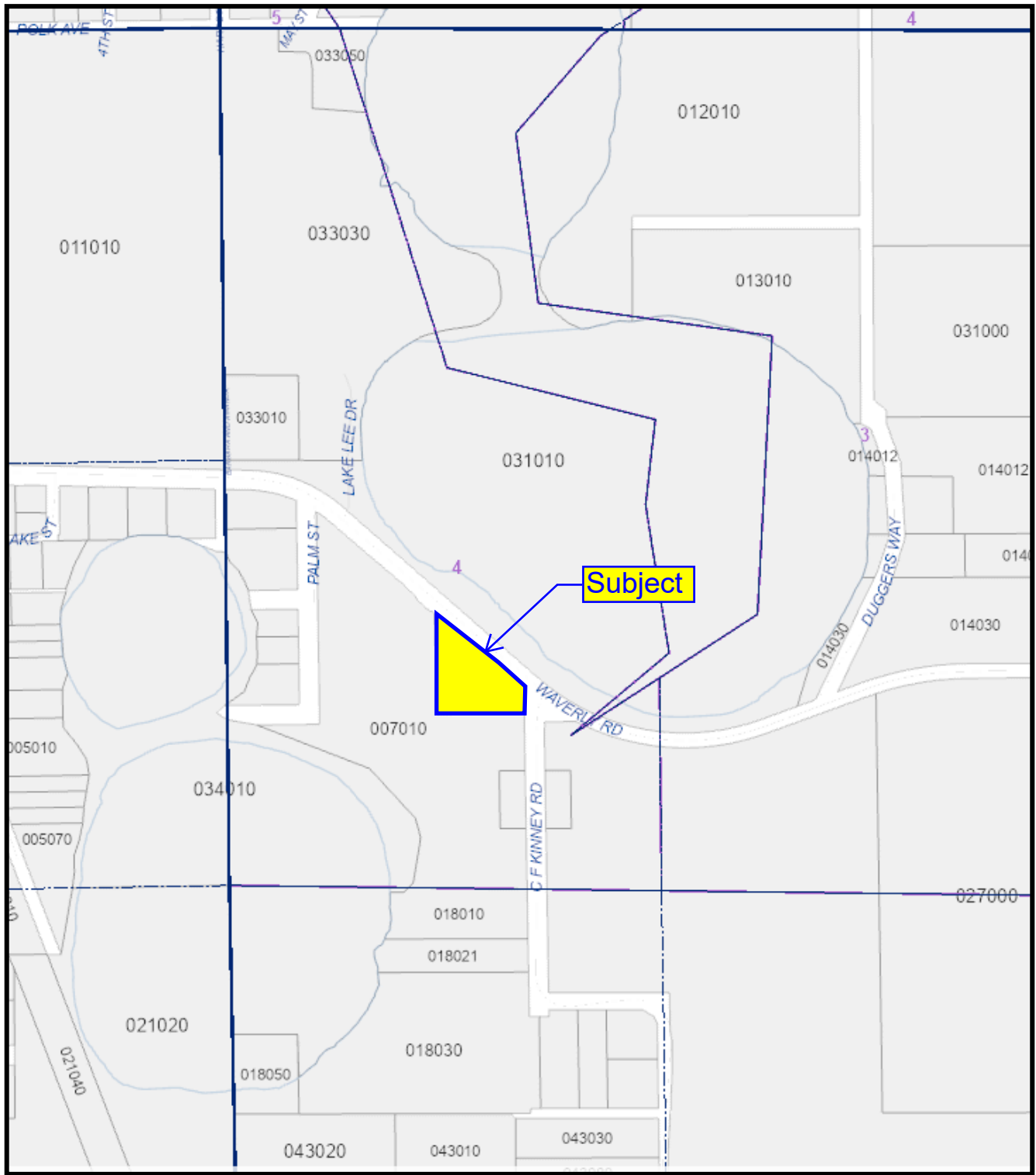
Subject Area

**Section 10,
Township 29 South,
Range 27 East**





SECTION 10, TOWNSHIP 29 SOUTH, RANGE 27 EAST



PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** TAMPA ELECTRIC COMPANY, a Florida profit corporation (“**Buyer**”), whose address is 702 N. Franklin St., Tampa, Florida 33602, agrees to buy, and POLK COUNTY, a political subdivision of the state of Florida (“**Seller**”), whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005 agrees to sell the following property (the “**Property**”) on the terms and conditions in this Purchase Agreement (the “**Agreement**”) set forth below:

- a. Land located within Polk County, Florida (the “**Land**”), identified as Parcel Identification Number: 27-29-10-859000-047000 and legally described in **Exhibit A**.
- b. Buyer will acquire 100% of Seller’s fee interest in the Property from the Seller, together with all of Seller’s rights, title and interests in the improvements thereon, easements, appurtenances and development rights thereto, leases, and all personal property owned by Seller and used in connection with the operation and maintenance of the Land (the “**Property**”).

2. **Purchase Price.** The purchase price to be paid by Buyer and accepted by Seller for the Property (“**Purchase Price**”) is Fifty Thousand and 00/100 Dollars (\$50,000.00). The Purchase Price for the Property shall be payable by Buyer to Seller in U.S. Currency in immediately available funds paid at or prior to Closing.

3. **Closing.** This transaction shall close at a time and place mutually acceptable to Buyer and Seller (the “**Closing**”) not later than ten (10) days after the December 17, 2024 Polk County Board of County Commissioners meeting (“**Closing Date**”), unless otherwise extended or accelerated upon written mutual agreement of Buyer and Seller.

- a. **Closing Costs.** Seller shall pay costs associated with the preparation and recording of a county deed in the form attached hereto as **Exhibit B** (the “**County Deed**”) and any other documents to be recorded at Closing. Property taxes and assessments assessed against the Property for the year in which Closing occurs shall be prorated as of the date of Closing on a calendar year basis, with Buyer deemed to “own” the date of Closing for purposes of all prorations. Each party shall pay its own attorneys’ fees in connection with this transaction.
- b. **Documents.**
 - (i) At Closing, Seller shall deliver to Buyer: (a) the County Deed; (b) such information as is customary and reasonably necessary and required for the closing attorney to comply with the reporting requirements of Internal Revenue Code Section 1099; (c) an executed counterpart of a closing statement covering the purchase and sale of the Property as contemplated herein (the “**Closing Statement**”); and (d) such other reasonable documentation as is requested by Buyer, or their counsel.

- (ii) At Closing, Buyer shall deliver to Seller: (a) the Purchase Price by wire transfer of immediately available federal funds; (b) an executed counterpart of the Closing Statement; and (c) such other reasonable documentation as is requested by Seller, or their counsel.

4. Breach and Remedies.

- a. *Breach by Seller.* In the event of a material uncured breach of the terms hereof by Seller, and provided Buyer is not then also in default hereunder, Buyer, in addition to any other remedies expressly provided herein, may at Buyer's election (i) terminate this Agreement, or (ii) waive such breach or failure of condition precedent and close the purchase contemplated hereby notwithstanding such breach or failure of condition precedent. Upon the occurrence of the aforementioned termination, the parties' rights and obligations hereunder shall terminate, except those which expressly survive the termination of this Agreement.
- b. *Breach by Buyer.* In the event of a material uncured breach of the terms hereof by Buyer, and provided Seller is not then also in default hereunder, Seller may as its sole remedy hereunder terminate this Agreement. Upon the occurrence of the aforementioned termination, the parties' rights and obligations hereunder shall terminate, except those which expressly survive the termination of this Agreement.

5. Risk of Loss or Condemnation. The risk of loss or damage to the Property by fire, condemnation or otherwise, until transfer at Closing, is assumed by Seller. In the event of loss or damage to the Property rendering it not useable for Buyer's intended use, whether by casualty, condemnation, or otherwise prior to Closing, then Buyer at its option, exercisable by written notice to Seller, may either (i) terminate this Agreement, whereupon neither party will have any further obligation hereunder, except otherwise set forth herein, or (ii) continue under this Agreement, whereupon Seller may assign to Buyer all its interest in and to any reimbursement, settlement, award, and proceeds thereof payable as a result of such loss or damage to the Property by fire, condemnation, or otherwise.

6. Complete Agreement. Buyer and Seller acknowledge receipt of a copy of this Agreement; that the terms of this Agreement are the entire agreement between them; and that they have not received or relied on any representations by Buyer or Seller not expressed in this Agreement. No prior or present agreements or representations will bind Buyer or Seller unless incorporated into this Agreement. Modifications of this Agreement will not be binding unless in writing, signed, and delivered by the party to be bound. Signatures, initials and modifications communicated by facsimile will be considered as original. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective.

7. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signature for each party, or on behalf of each party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of each party appear on at least one counterpart. All counterparts shall collectively constitute a single agreement. Electronic or facsimile counterpart signatures shall be deemed originals for the purposes of this Agreement.

8. **Notices.** Any notice or other communication from a party to any party in connection with this Agreement shall be in writing and shall be delivered by (a) personal delivery, (b) nationally-recognized commercial courier such as FedEx or UPS, (c) certified United States Mail, return receipt requested, to the addresses provided in this Agreement, or (d) by email or facsimile transmission prior to 5:00 p.m. EST on any business day (provided that a copy of any notice sent by facsimile or email must additionally be contemporaneously sent to the addressee by another method listed in this Paragraph 17). Any party hereto may, at any time by giving three (3) days' notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other persons or entities to whom copies of all notices hereunder shall be sent.

If to Seller: Polk County
Real Estate Services
515 E. Boulevard St.
Bartow, FL 33830
Attn: Director
Email: WadeAllen@polk-county.net

With a copy to: Polk County
County Attorney
P.O. Box 9005, Drawer AT-01
Bartow, FL 33831

If to Buyer: Tampa Electric
702 N. Franklin Street
Tampa, Florida 33602
Attention: Real Estate
Email: Jnromano@tecoenergy.com

With a copy to: Tampa Electric
702 N. Franklin Street
Tampa, Florida 33602
Attention: Legal Department
Email: cmkiernan@tecoenergy.com

9. **Effective Date and Time Periods.** The “Effective Date” of this Agreement is the date on which the last of the parties signs. Time periods of five (5) days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. EST of the next business day. A “business day” is any day of the week other than (a) a Saturday and Sunday, (b) a day on which banking institutions in Tampa, Florida or the city in which the Property is located are obligated or authorized by law or executive action to be closed to the transaction of normal banking business or (c) a day on which governmental functions in Tampa, Florida or the city in which the Property is located are interrupted because of extraordinary events, such as hurricanes, power outages, or acts of terrorism. All time periods referred to herein shall mean calendar days unless otherwise expressly described as business days. In the event a time period in this Agreement ends on a day

which is not a business day, the time period shall be deemed continued until the next business day. Time is of the essence under this Agreement.

10. **Equal Participation.** The parties acknowledge that they participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently or liberally for or against either party.

11. **Attorney's Fees and Costs.** In any claim or controversy between Buyer and Seller arising out of or relating to this Agreement, each party shall be responsible for its own attorneys' fees, costs and expenses.

12. **Applicable Law and Venue.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida. Seller and Buyer consent and agree that Polk County, Florida, shall be the exclusive, proper and convenient venue for any legal proceeding relating to this Agreement. Buyer and Seller are each a "party" and together the "parties."

13. **Waiver of Trial by Jury.** SELLER AND BUYER EXPRESSLY WAIVE TO THE FULL EXTENT PERMITTED BY LAW THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY SELLER AND BUYER. The provisions of this Paragraph shall survive the Closing or any termination of this Agreement.

14. **Radon Gas.** Pursuant to Section 404.056(8), Florida Statutes, the following notification regarding radon gas is hereby made, and all parties executing this Agreement acknowledge receipt of the notification:

"Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in the buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their lawful representatives, hereunto duly authorized, on the date or dates appearing below.

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| <p><u>BUYER:</u></p> <p>TAMPA ELECTRIC, a Florida profit corporation</p> <p>Signed by: By: <u>Kris Stryker</u> 57343B46952C4BB...</p> <p>Name: <u>Kris Stryker</u></p> <p>Title: <u>VP Clean Energy & Emerging Technology</u></p> <p>Date signed by Buyer: <u>11/20/2024</u></p> | <p>Signed by: By: <u>Carlos Aldazabal</u> 75E79D6C0716421...</p> <p>Name: <u>Carlos Aldazabal</u></p> <p>Title: <u>VP Energy Supply</u></p> <p>Date signed by Buyer: <u>11/20/2024</u></p> |
|--|--|

| | |
|--|---|
| | <p><u>SELLER:</u></p> <p>POLK COUNTY, a political subdivision of the state of Florida</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date signed by Seller: _____</p> |
|--|---|

EXHIBIT A

The Park as shown on the Plat of Waverly recorded in Plat Book 3, Page 7, and the North 1/2 of vacated Kaolin Street and the East 1/2 of vacated Park Avenue lying South and East of the Park, all lying and being in Section 10, Township 29 South, Range 27 East, Polk County, Florida.

EXHIBIT B

This instrument prepared under the direction of:

R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Platted Park
Parcel ID 27-29-10-859000-047000

COUNTY DEED

THIS DEED, made and executed this _____ day of December, 2024, by POLK COUNTY, a political subdivision of the State of Florida (“Grantor”), whose mailing address is P.O. Box 9005, Bartow FL 33831-9005, to TAMPA ELECTRIC COMPANY, a Florida corporation (“Grantee”), whose mailing address is P.O. Box 111, Tampa FL 33601-0111.

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its heirs and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

The Park as shown on the Plat of Waverly recorded in Plat Book 3, Page 7, and the North 1/2 of vacated Kaolin Street and the East 1/2 of vacated Park Avenue lying South and East of the Park, all lying and being in Section 10, Township 29 South, Range 27 East, Polk County, Florida.

The property being conveyed is a platted park which has been of record in excess of 30 years and the conveyance of the property by this County Deed is subject to the provisions set forth in Florida Statutes 95.36.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

**Stacy M. Butterfield
Clerk to the Board**

By: _____
Deputy Clerk

(Seal)

GRANTOR:

**Polk County, a political subdivision of the
State of Florida**

By: _____

_____,
Board of County Commissioners