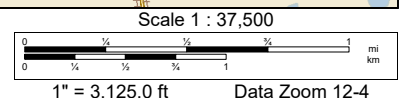


Data use subject to license.

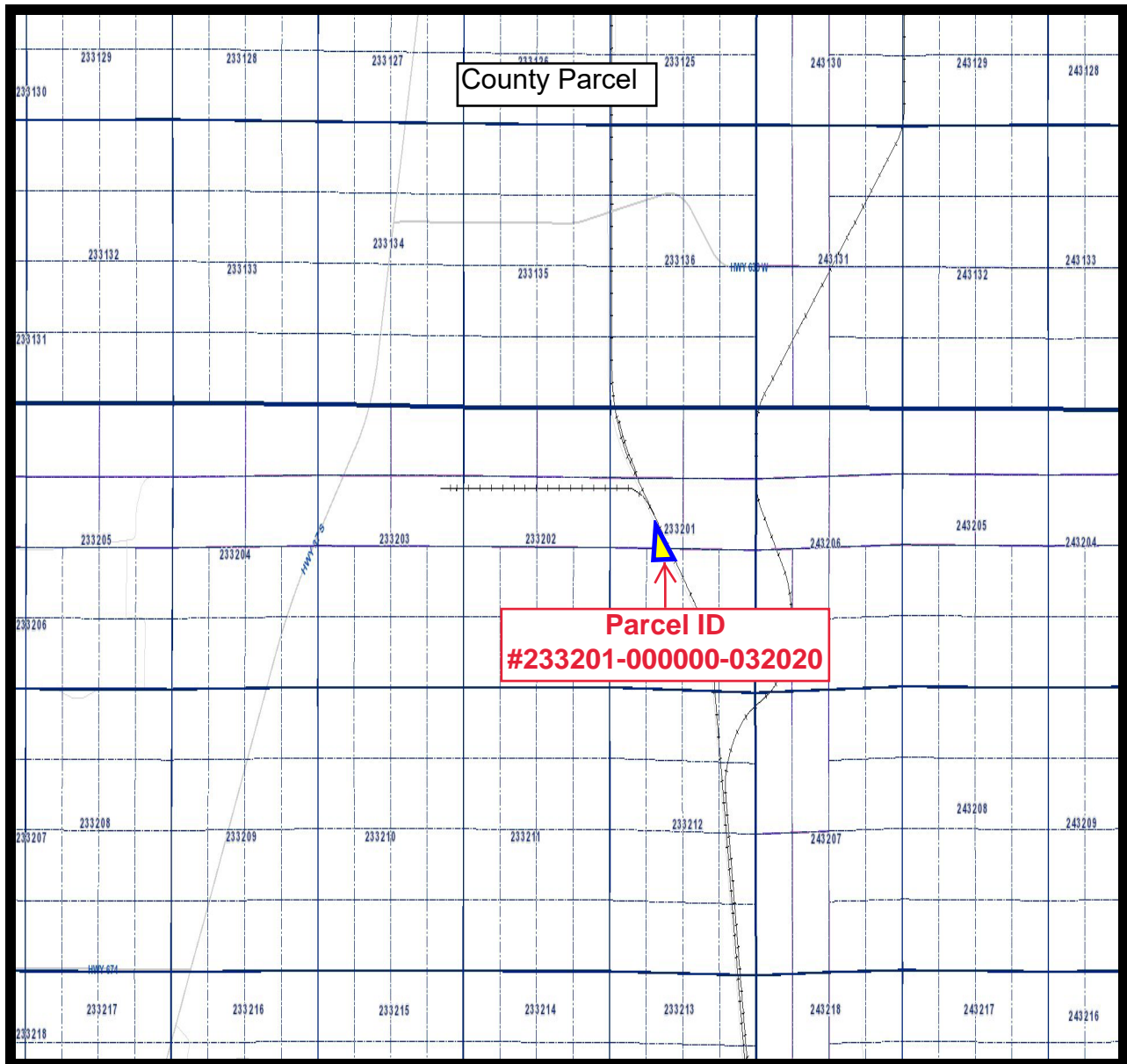
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**SECTION 01, TOWNSHIP 32 SOUTH, RANGE 23 EAST**



County Parcel

Parcel ID  
#23320100000032020

233203

233202

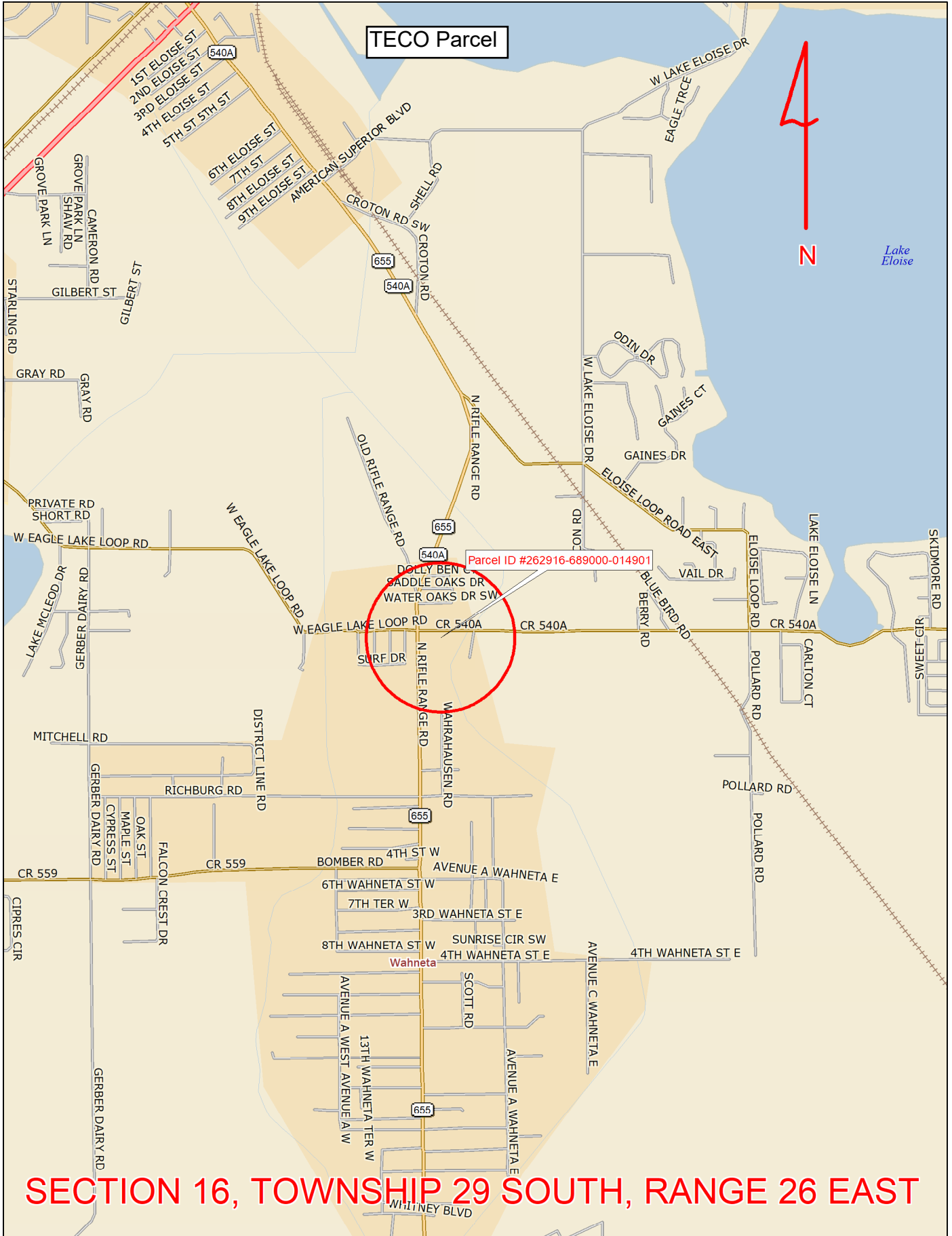
233201

233210

233211

233212





TECO Parcel

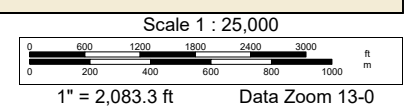
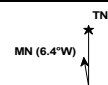
Parcel ID #262916-689000-014901

SECTION 16, TOWNSHIP 29 SOUTH, RANGE 26 EAST

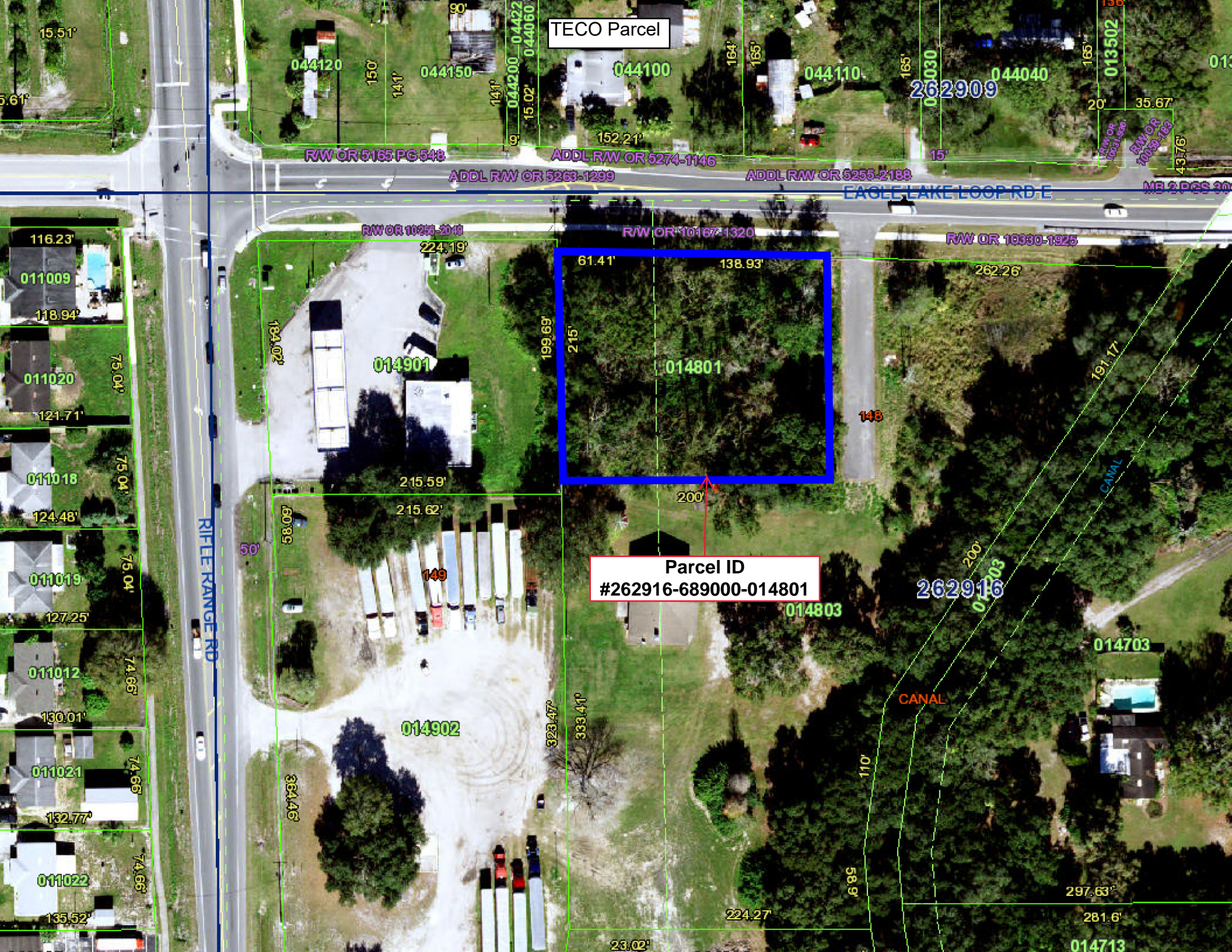
Data use subject to license.

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TECO Parcel

Parcel ID  
#262916-689000-014801

014801

044100

262909

262916

EAGLE LAKE LOOP RD E

RIFLE RANGE RD

044150

044120

044150

044110

044040

014703

014713

011009

011020

011018

011019

011012

011021

011022

014901

014902

014803

RW OR 5165 PG 548

ADDL RW OR 5274-1146

ADDL RW OR 5263-1299

ADDL RW OR 5255-2189

15'

RW OR 10251-2040

RW OR 10167-1320

RW OR 10330-1925

184.02'

224.19'

199.69'

61.41'

138.93'

262.26'

50'

60.85'

215.59'

215.62'

149

200'

323.47'

333.41'

200'

014703

CANAL

191.17'

110'

6.85'

224.27'

297.63'

281.6'

23.02'

334.45'

15.51'

5.61'

150'

141'

141'

044220  
044222  
044060

15.02'

152.21'

164'

155'

165'

02030

165'

013502

138'

013

20'

35.67'

43.76'

MB 2 PGS 30

## Land Exchange Agreement

1. **Exchange.** On the terms and conditions in this Land Exchange Sale Agreement (the “**Agreement**”) set forth below, TAMPA ELECTRIC COMPANY, a Florida profit corporation (“**TECO**”), whose address is 702 N. Franklin St., Tampa, Florida 33602, and POLK COUNTY, a political subdivision of the state of Florida (“**County**”), whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, agree to exchange the following property interests:

- a. County will convey to TECO the real property located in Polk County, Florida, identified as Parcel ID Number 233201-000000-032020, as more particularly described on **Exhibit A** (the “**County Property**”), by County Deed in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the “**County Deed**”).
- b. TECO will convey to County the real property located in Polk County, Florida identified as Parcel ID Number 262916-689000-014801, as more particularly described on **Exhibit C** (the “**TECO Property**”), by Special Warranty Deed in the form attached hereto as **Exhibit D** and incorporated herein by this reference (the “**TECO Warranty Deed**”).
- c. The County Property and the TECO Property are each hereby referred to as an “**Exchange Property**” and are together collectively referred to herein as the “**Exchange Properties.**”
- d. County and TECO are each individually referred to herein as a “**Party**” and collectively referred to herein as the “**Parties.**” The term “**Exchanging Party**” shall be used to refer to the applicable Party conveying such interest in the Exchange Property owned by such Party, as applicable, and the term “**Acquiring Party**” shall be used to refer to the applicable Party acquiring such interest in such Exchange Property, as applicable.

2. **Consideration.** The Parties agree that the conveyance to each of them is adequate consideration for the part conveyed by each of them. For the purposes of this Agreement, the Parties agree that the fair market value for each Exchange Property is \$30,000.00.

3. **Title and Survey; Inspections.**

a. Not later than thirty (30) days after the Effective Date (hereinafter defined), either Party may obtain a new title insurance commitment for the interest it is acquiring (“**Title Commitment**”), issued by a national title insurance company of the Acquiring Party’s choice (“**Title Company**”). Either Party, at such Party’s cost and expense, may obtain a survey of the applicable Exchange Property.

b. Within fifteen (15) days after receipt of the Title Commitment, if obtained, the applicable Acquiring Party will notify the applicable Exchanging Party in writing of any adverse matter disclosed by the Title Commitment or a survey of the applicable property disclosed in the Title Commitment (the “**Title Defects**”). Notwithstanding anything contained herein to the contrary, neither Party shall be obligated to cure or remove any Title Defects objected to. Any defect or matter disclosed by the Title Commitment or applicable survey which is not specified

in a written notice of Title Defects described in the preceding sentence shall be deemed waived. Within ten (10) days following receipt of written notice of objections to claimed Title Defects, the Exchanging Party shall notify the Acquiring Party in writing whether it intends to remove or satisfy any of the claimed Title Defects. If necessary, the Closing (as defined below) may be delayed up to thirty (30) days to allow the Exchanging Party to cure claimed Title Defects, to the extent the Exchanging Party has expressly elected in writing to cure any such Title Defects. The Acquiring Party's sole remedy in the event that the Exchanging Party declines to cure, or fails to cure, any Title Defect, shall be to (i) terminate this Agreement by written notice within ten (10) days following notification that the Exchanging Party will not cure the claimed Title Defects, whereupon all rights, obligations, and liabilities of the parties under this Agreement will cease, terminate and be null and void, except those that specifically survive termination, or (ii) waive such Title Defects and proceed to Closing.

c. The Acquiring Party shall also have the right to object at any time to (i) any matter that arises on any update of the applicable Title Commitment and/or (ii) any matter that arises on any update of the survey of the applicable property (collectively, and in each case, the "**New Title Defects**"). The applicable Exchanging Party shall have the obligation to cure all of the New Title Defects. If prior to the Closing, the Exchanging Party shall fail to cure any of the New Title Defects, the Acquiring Party's sole remedy shall be to (i) terminate this Agreement prior to Closing, whereupon all rights, obligations, and liabilities of the parties under this Agreement will cease, terminate and be null and void, except those that specifically survive termination, or (ii) waive such New Title Defects and proceed to Closing.

d. Commencing on the Effective Date and expiring at 11:59 p.m. Eastern Time on the date which is ninety (90) days from the Effective Date (the "**Inspection Period**"): (i) County may conduct inspections of the TECO Property; (ii) and TECO may conduct inspections of the County Property; including, without limitation, surveying, hydrological studies, environmental studies, soil borings and other geotechnical studies, structural inspections or any other studies or tests County or TECO determines in their reasonable discretion to be necessary or appropriate. County and TECO shall have the absolute and unqualified right to terminate this Agreement at any time during the Inspection Period if such inspections are not satisfactory to either Party in their sole and absolute discretion, whereupon all rights, obligations, and liabilities of the parties under this Agreement will cease, terminate and be null and void, except those that specifically survive termination. Without in any manner waiving its rights of sovereign immunity or increasing the limits of liability set forth in Section 768.28, Florida Statutes, County hereby indemnifies and holds TECO harmless from all damage, loss, cost, or expense to the TECO Property, including, but not limited to, attorneys' fees and court costs resulting from County's inspections. TECO hereby indemnifies and holds County harmless from all damage, loss, cost, or expense to the County Property, including, but not limited to, attorneys' fees and court costs resulting from TECO's inspections. The indemnity obligations of this Section shall survive for a period of six (6) months after the Closing or earlier termination of this Agreement and do not apply to (a) any loss, liability, cost, or expense to the extent arising from or relating to the acts or omissions of either Party or either Party's agents, contractors, consultants, or representatives, (b) any diminution in value arising from or relating to matters discovered by either Party during its inspections, or (c) any latent defects discovered by either Party, including the existence of any



hazardous substance that is discovered by (but not brought onto or deposited by) on or under the applicable property by either Party, its agents, contractors, consultants, or representatives.

4. **Representations and Warranties.** County and TECO make the representations and warranties set forth below to one another as of the Effective Date. To the extent any of the representations and warranties set forth below materially change after the Effective Date and prior to the Closing Date, the representing Party will notify the other Party upon having knowledge of the change. Upon making such notice in writing, the other Party, in its sole discretion, will have seven (7) business days (but in no event later than the Closing Date, as defined below) to either: (i) accept such change to the applicable representations and warranties and continue in the Agreement, and such acceptance shall be evidenced by written notice signed by the non-representing Party; or (ii) cancel this Agreement whereupon the Parties will be relieved of any further obligation or liability hereunder, except those that expressly survive the termination hereof. Only with respect to the applicable Exchange Property owned by such Party, each Party represents and warrants:

a. To such Party's actual knowledge, no person, firm, corporation, or other entity has any right or option to acquire the Exchange Property or any part thereof.

b. To such Party's actual present knowledge, without investigation or inquiry, there are no pending or threatened matters of litigation, administrative action or examination, claim, or demand whatsoever relating to such Exchange Property.

c. Such Party has not received any written notice of any pending or contemplated eminent domain, condemnation, or other government taking of the Exchange Property or any part thereof which has not been disclosed.

d. To such Party's actual present knowledge, without investigation or inquiry, such Party has not performed and has no knowledge of any excavation, dumping, or burial of any refuse materials or debris of any nature whatsoever on such Exchange Property.

e. Such Party has never applied biosolids or wastewater to any portion of the Exchange Property for any reason.

For purposes of this Section, the words "knowledge" shall mean only that information that is presently possessed by the respective Party, and shall not include any imputed knowledge, knowledge to be gleaned by investigation, or any information that is possessed by their agents, contractors, licensees, borrowers, lenders, or any other third parties.

The representations and warranties made in this Agreement shall be continuing and shall be deemed remade by the Parties as of Closing with the same force and effect as if made on, and as of, the date of Closing and shall survive Closing for a period of one (1) year.

5. **Closing.** This transaction shall close at a time and place mutually acceptable to TECO and County (the "**Closing**") not later than twenty (20) days after the expiration of the Inspection Period, as same may be extended or accelerated as set forth herein ("**Closing**

**Date**”), unless otherwise extended or accelerated upon written mutual agreement of TECO and County. The Title Company of TECO’s choice shall serve as the closing agent for the Closing (the “**Closing Agent**”) and shall be responsible for recording of the TECO Warranty Deed and the County Deed.

a. **Closing Costs.** TECO shall pay: (a) the cost of any Title Commitment and owner’s title policy, if obtained, for the County Property; (b) costs associated with the preparation and recording of the County Deed; and (c) any transfer tax applicable to the County Deed. County shall pay: (a) the cost of any Title Commitment and owner’s title policy, if obtained, for the TECO Property; (b) costs associated with the preparation and recording of the TECO Warranty Deed; and (c) any transfer tax applicable to the TECO Warranty Deed. Property taxes and assessments assessed against the TECO Property for the year in which Closing occurs shall be prorated as of the date of Closing on a calendar year basis, with County deemed to “own” the TECO Property as of the date of Closing for purposes of all prorations. Property taxes and assessments assessed against the County Property for the year in which Closing occurs shall be prorated as of the date of Closing on a calendar year basis, with TECO deemed to “own” the County Property as of the date of Closing for purposes of all prorations. Each party shall pay its own attorneys’ fees in connection with this transaction.

b. **Documents.** At or prior to Closing, each party shall deliver to the other party appropriate evidence to establish the authority of such party to enter into and close the transaction contemplated hereby.

- 1) At Closing, County shall deliver to TECO: (i) the County Deed in the form attached hereto as **Exhibit B**; (ii) the County Affidavit (as defined below); (iii) any satisfaction(s) or release(s) required by the Title Company in order to remove any mortgages or other monetary liens or monetary encumbrances shown on the Title Commitment for the County Property; (iv) such documentation that may be required to cure Title Defects for which County expressly elects to cure as provided herein; and (v) such other reasonable documentation as is requested by TECO, County, or their counsel to effectuate the exchange described herein. For purposes of this paragraph, “**County Affidavit**” shall mean an affidavit executed by County under oath and certifying to the Title Company and TECO that: (1) no person other than County is in possession of the County Property; (2) there are no unrecorded easements or claims of easements in existence with respect to the County Property; (3) more than ninety (90) days have elapsed since any work was conducted on the County Property and payment has been made in full for any improvements on the County Property; (4) there are no matters pending that could give rise to a lien that would attach to the County Property between the effective date of the Title Commitment for the County Property and the recording of the County Deed; and (5) County has not and will not execute any instruments that would adversely affect the interest to be insured by the Title Commitment to the County Property.
- 2) At Closing, TECO shall deliver to County: (i) the TECO Warranty Deed in the form attached hereto as **Exhibit D**; (ii) the TECO Affidavit (as defined below); (iii) any satisfaction(s) or release(s) required by the Title Company in order to remove any

mortgages or other monetary liens or monetary encumbrances shown on the Title Commitment for the TECO Property; (iv) such documentation that may be required to cure Title Defects for which TECO expressly elects to cure as provided herein; and (v) such other reasonable documentation as is requested by TECO, County, or their counsel to effectuate the exchange described herein. For purposes of this paragraph, “**TECO Affidavit**” shall mean an affidavit executed by TECO under oath and certifying to the Title Company and County that: (1) no person other than TECO is in possession of the TECO Property; (2) there are no unrecorded easements or claims of easements in existence with respect to the TECO Property; (3) more than ninety (90) days have elapsed since any work was conducted on the TECO Property and payment has been made in full for any improvements on the TECO Property; (4) there are no matters pending that could give rise to a lien that would attach to the TECO Property between the effective date of the Title Commitment for the TECO Property and the recording of the TECO Warranty Deed; and (5) TECO has not and will not execute any instruments that would adversely affect the interest to be insured by the Title Commitment to the TECO Property.

6. **Breach and Remedies.** In the event of a material breach of the terms hereof by a Party that remains uncured after thirty (30) days written notice by the non-breaching Party, and provided the non-breaching Party is not then also in default hereunder, in addition to any other remedies expressly provided herein, the non-breaching Party may at its election: (i) terminate this Agreement, or (ii) waive such breach and close the exchange contemplated hereby notwithstanding such breach, or (iii) seek specific performance. Upon the occurrence of the aforementioned termination set forth in option (i) above, the Parties’ rights and obligations hereunder shall terminate, except those which expressly survive the termination of this Agreement.

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

8. **Brokers.** TECO and County each represent and warrant to the other that they have not dealt or negotiated with, or engaged on their own behalf or for their benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a “**Broker**”) in connection with this Agreement or the transactions contemplated hereby. TECO and County hereby agree to indemnify, defend and hold the other and its affiliates, agents, officers, representatives, and employees, harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonable attorneys’ fees,



702 N. Franklin Street  
Tampa, Florida 33602  
Attention: Real Estate  
Email: jnromano@tecoenergy.com

With a copy to:

Tampa Electric Company  
702 N. Franklin Street  
Tampa, Florida 33602  
Attention: Legal Department  
Email: cmkiernan@tecoenergy.com

12. **Effective Date and Time Periods.** The “**Effective Date**” of this Agreement is the date on which the last of the Parties signs. In the event a time period in this Agreement ends on a Saturday, Sunday or national legal holiday, or any other day which is not a business day, such time period shall be extended until 5:00 p.m. ET 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 Exchange Properties are 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 Hillsborough County or the city in which the Exchange Properties are located are suspended or shut down 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. Time is of the essence under this Agreement.

13. **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.

14. **Attorney’s Fees and Costs.** In any claim or controversy between TECO and County arising out of or relating to this Agreement, each Party shall be responsible for its own attorneys’ fees, costs and expenses.

15. **Applicable Law and Venue.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida. County and TECO consent and agree that Hillsborough County, Florida, shall be the exclusive, proper and convenient venue for any legal proceeding relating to this Agreement.

16. **Waiver of Trial by Jury / Limitation of Liability.** COUNTY AND TECO 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 COUNTY AND TECO.

**IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE, NONPERFORMANCE OR BREACH OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

The provisions of this Paragraph shall survive the Closing or any termination of this Agreement.

17. **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.”

*[Intentionally left blank; Signatures on the following page]*

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.

**TECO:**

TAMPA ELECTRIC COMPANY, a  
Florida profit corporation

By:  DocuSigned by:  
DFE68EE297FF402...

Name: Chip S. Whitworth

Title: VP Electric Delivery

Date signed by TECO:

11/14/2023, 2023

**TECO:**

TAMPA ELECTRIC COMPANY, a  
Florida profit corporation

By:  DocuSigned by:  
75E79D6C0716421...

Name: Carlos Aldazabal

Title: VP Energy Supply

Date signed by TECO:

11/14/2023, 2023

**COUNTY:**

POLK COUNTY, a political subdivision of  
the State of Florida

By: \_\_\_\_\_  
Chair, Board of County Commissioners

Date signed by County:

\_\_\_\_\_, 2023

EXHIBIT A

A parcel of land being a portion of a parcel described in O.R. Book 4167, at Page 830, Public Records of Polk County, Florida and lying in the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 1, Township 32 South, Range 23 East, Polk County, Florida, being described as follows:

That part of said Southeast 1/4 of the Northwest 1/4 lying west of Fort Green Road right-of-way and LESS and EXCEPT the West 330 feet thereof.

AND

The North 145.01-feet of said Northeast 1/4 of the Southwest 1/4 lying west of Fort Green Road right-of-way and LESS and EXCEPT the West 330-feet thereof.

All of the above being the same property described in that certain Warranty Deed recorded in O.R. Book 8817, at Pages 339 through 341, Public Records of Polk County, Florida.



EXHIBIT B

This instrument prepared under  
The direction of:  
R. Wade Allen, Administrator  
Polk County Real Estate Services  
P. O. Box 9005, Drawer RE 01  
Bartow, Florida 33831-9005  
By: Scott C. Lowery

Parcel ID No.: 233201-000000-032020

**COUNTY DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to **TAMPA ELECTRIC COMPANY**, a Florida corporation, whose mailing address is 702 N. Franklin Avenue, Tampa, FL 33602, Grantee.

**WITNESSETH:** That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has Granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including, without limitation, interests, if any, in rights (including the right of re-entry) 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:

SEE EXHIBIT "A"

**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**

**GRANTOR:**  
**Polk County, Florida**

By: \_\_\_\_\_  
**Deputy Clerk**  
**(Seal)**

By: \_\_\_\_\_  
**Chair,**  
**Board of County Commissioners**

EXHIBIT "A" to COUNTY DEED

A parcel of land being a portion of a parcel described in O.R. Book 4167, at Page 830, Public Records of Polk County, Florida and lying in the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 1, Township 32 South, Range 23 East, Polk County, Florida, being described as follows:

That part of said Southeast 1/4 of the Northwest 1/4 lying west of Fort Green Road right-of-way and LESS and EXCEPT the West 330 feet thereof.

AND

The North 145.01-feet of said Northeast 1/4 of the Southwest 1/4 lying west of Fort Green Road right-of-way and LESS and EXCEPT the West 330-feet thereof.

All of the above being the same property described in that certain Warranty Deed recorded in O.R. Book 8817, at Pages 339 through 341, Public Records of Polk County, Florida.

EXHIBIT C

The West 128.5 feet of the North 215 feet of Lot 148 and the East 71.5-feet of the North 215-feet of Lot 149, WAHNETA FARMS SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 1, at Pages 82A and 82B, Public Records of Polk County, Florida LESS AND EXCEPT right-of-way for Eagle Lake Loop Road including right-of-way as described in that certain Warranty Deed recorded in O.R. Book 10167, at Pages 1320 through 1323, Public Records of Polk County, Florida.

The above being a portion of the property described in that certain Warranty Deed recorded in O.R. Book 597, at Pages 751 and 752, Public Records of Polk County, Florida.

EXHIBIT D

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

PARCEL ID #: 262916-689000-014801

RESERVED FOR CLERK

---

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by TAMPA ELECTRIC COMPANY, a Florida corporation, whose address is 702 N. Franklin Street, Tampa, Florida 33602 (“Grantor”), to 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 (“Grantee”).

WITNESSETH: That Grantor for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto Grantee all that certain real property situate in Polk County, Florida, more particularly described on **Exhibit “A”** attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (collectively, the “Property”).

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby warrants specially the title to the Property and will defend the same against the lawful claims of all persons arising by, under or through Grantor and none other; and that the Property is free of all encumbrances, except taxes and assessments for the year 2023 and all subsequent years and all items shown on **Exhibit “B”** attached hereto and made a part hereof.

EXHIBIT "A" to TECO WARRANTY DEED

The West 128.5 feet of the North 215 feet of Lot 148 and the East 71.5-feet of the North 215-feet of Lot 149, WAHNETA FARMS SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 1, at Pages 82A and 82B, Public Records of Polk County, Florida LESS AND EXCEPT right-of-way for Eagle Lake Loop Road including right-of-way as described in that certain Warranty Deed recorded in O.R. Book 10167, at Pages 1320 through 1323, Public Records of Polk County, Florida.

The above being a portion of the property described in that certain Warranty Deed recorded in O.R. Book 597, at Pages 751 and 752, Public Records of Polk County, Florida.

EXHIBIT "B" to TECO WARRANTY DEED

Permitted Exceptions

[To Be Determined In Accordance with Section 3 of the Agreement]