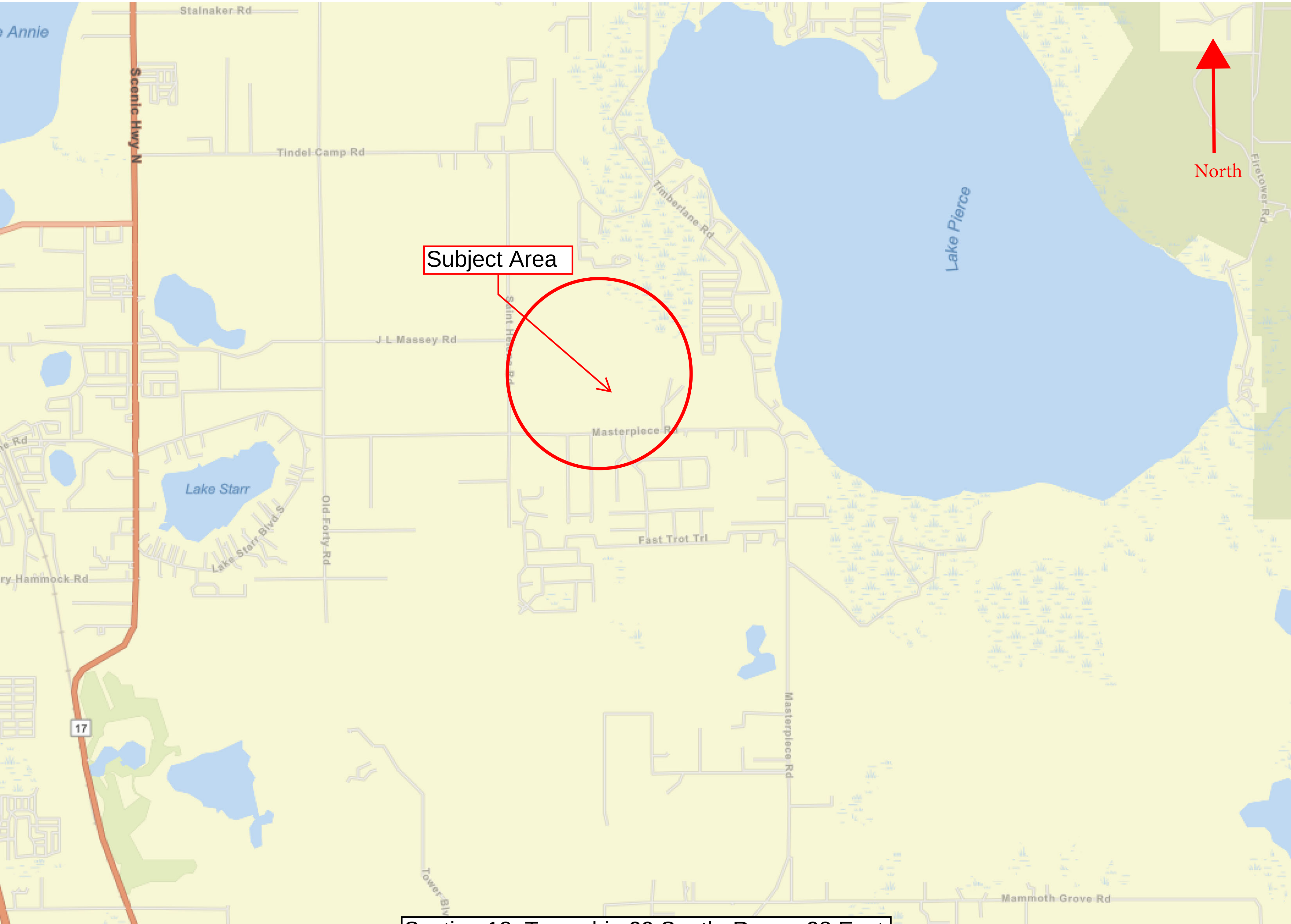
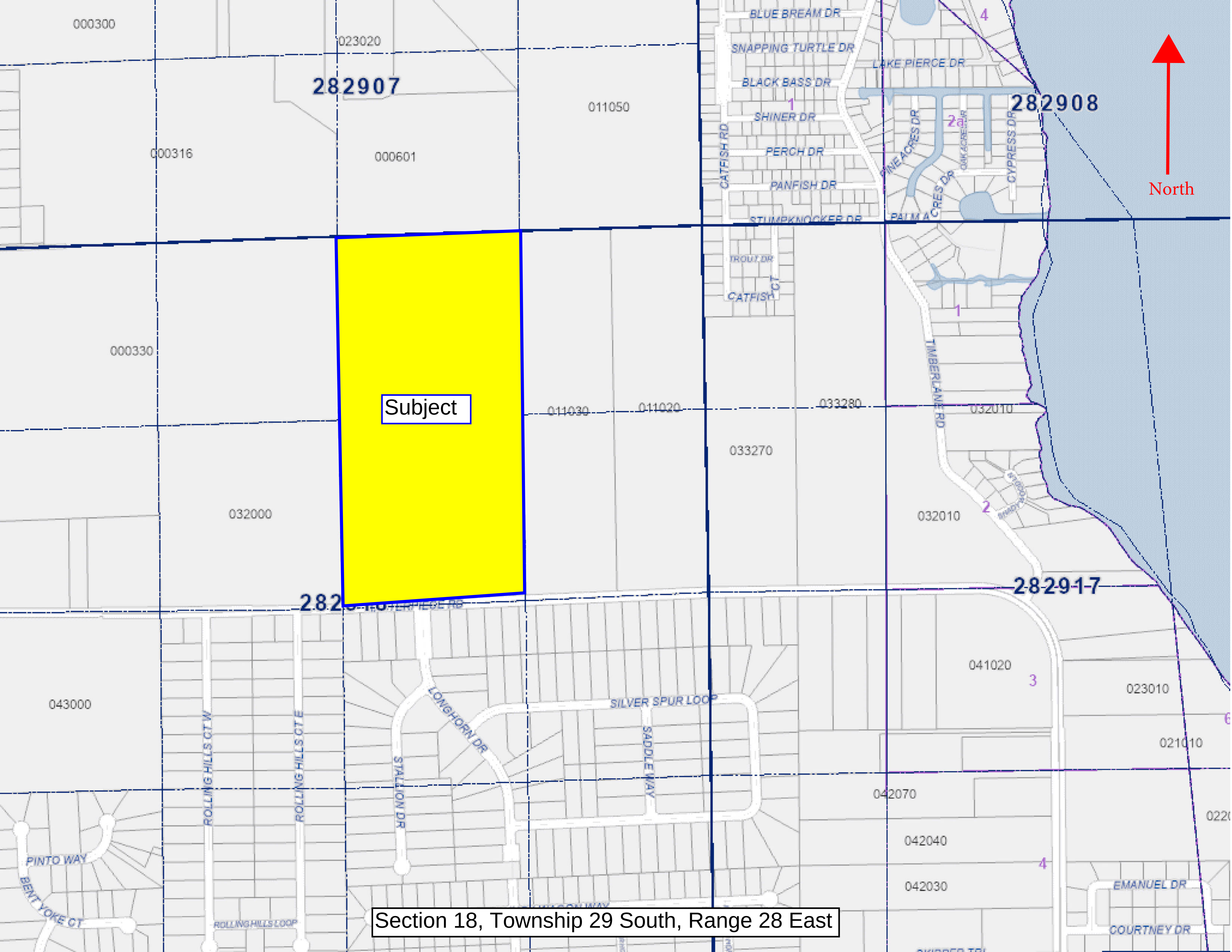
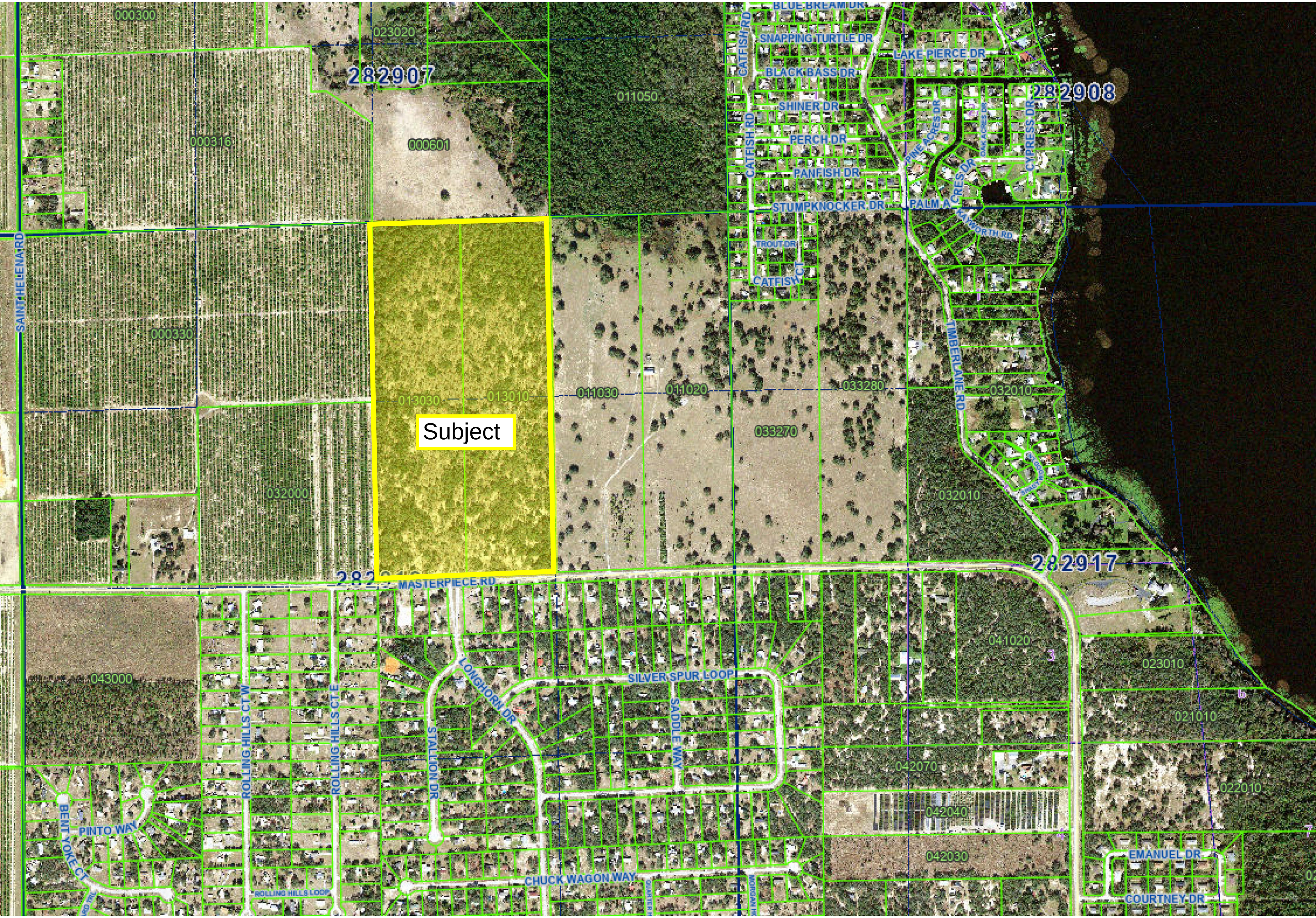


Section 18, Township 29 South, Range 28 East



Section 18, Township 29 South, Range 28 East



Section 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 **RICHARD E. WHEELER, JR.; JAMES A. WHEELER, as Trustee of the Anthony A. Wheeler Trust dated January 21, 2015; LISA WHEELER; ROBERT F. WHEELER and JENNIFER FRANZKE**, as to their respective undivided interests in the Property as hereinafter defined, whose address is 4228 8th Avenue South, St. Petersburg, FL 33711, (hereinafter, collectively, 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, (the "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 80.82-acres, identified as Parcel ID Numbers 282918-000000-013030 and 282918-000000-013010, 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. Parties acknowledge the exchange of promises and other good and valuable consideration, the sufficiency of which the parties acknowledge, support the value of this Agreement to the parties.

3. TOTAL PURCHASE PRICE. The total purchase price ("Total Purchase Price") for the Property is Three Million Six Hundred Thousand and 00/100 Dollars ($3,600,000.00). The Total Purchase Price will be paid by Purchaser at Closing, subject only to the prorations, closing costs, and adjustments as otherwise provided in this Agreement. The Total 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 the Property at Closing. Unconditional conveyance of the Property in fee simple from Seller to Purchaser shall occur simultaneously with the Purchaser's tender of the Total Purchase Price at Closing. The delivery of the Special Warranty Deed (referenced in Section 13) and the payment of funds are mutually dependent obligations.

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 herein. Said binding offer shall be valid and enforceable from the date of Seller's execution of this Agreement through August 18, 2026. 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 may be no later than August 18, 2026. If this Agreement is not approved on behalf of the Purchaser by August 18, 2026, 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. ENVIRONMENTAL AUDIT. At any time prior to Closing the Purchaser has the right to enter into the Property and to conduct, at Purchaser's sole cost and expense, a Phase 1 Environmental Site Assessment on the Property. In the event that the Phase 1 reveals evidence of recognized environmental conditions then Purchaser will conduct a Phase 2 Environmental Audit of the Property to determine the existence and extent of any Hazardous Materials in, on, under, about, or related to the Property. For purposes of this Agreement, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste of any kind including without limitation any petroleum, including crude

oil or any fraction thereof, polychlorinated biphenyl, asbestos, and any substance identified in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U. S. C. § 9601 et. seq.), the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act (42 U. S. C. § 6901 et. seq.), or any other federal, state, or other governmental legislation, law, statute, ordinance, rule, regulation or directive (collectively, "Environmental Law") identified by its terms as pertaining to the generation, use, handling, storage, treatment, transport, disposal, or any release, whether intentional or inadvertent, of hazardous or toxic substances, materials or wastes.

In the event that the Phase 2 Environmental Audit discloses the presence of Hazardous Materials on the Property that require remediation, then, the Purchaser may elect, in its sole discretion, to either: (i) terminate this Agreement by delivering written notice to Seller within fifteen (15) days after Purchaser receives the assessment, audit, or test results, after which neither party shall have any further obligations to one another under this Agreement except those described in provisions intended to survive termination of the Agreement and those pertaining to any material misrepresentation Seller or Purchaser has made to the other; or (ii) allow Seller a reasonable amount of time prior to Closing to remediate the Hazardous Material, at Seller's sole cost and expense, to level(s) which comply with all applicable federal, state, and local laws, and which are also acceptable to the Purchaser in Purchaser's sole and absolute discretion; or (iii) proceed to Closing without satisfaction of Purchaser's objection(s). If Purchaser requests, but Seller fails or refuses to remediate any Hazardous Material on the Property, then Purchaser may in its sole discretion do so at Purchaser's expense, or Purchaser may terminate the Agreement in the same manner as stated above in this Section 5. b.

c. Seller shall cooperate in good faith with the Purchaser regarding all such environmental assessments, audits, and tests of the Property, and shall use reasonable, good faith efforts to facilitate the same.

d. Purchaser may extend the Closing Date, but no later than October 31, 2026 to allow for completion of the assessment reports contemplated in this Section.

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 done 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 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. The parties agree that neither party will request the Total Purchase Price to increase or decrease if the acreage determined by the surveyor varies from 80.82 acres by 1 acre or less.

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 cost, will cure or not 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).

12. LEASES. Seller acknowledges to Purchaser by execution of this Agreement that there are no existing leases, either recorded or unrecorded, on the Property and that there are no tenants located on the Property.

13. INTEREST CONVEYED. At Closing, Seller shall execute and deliver to Purchaser a Special Warranty Deed, in the name of **Polk County**, a political subdivision of the State of Florida, 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 Section 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 to the Purchaser at Closing, 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 fifteen (15) percent 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 Special Warranty Deed, the Owner's Affidavit, the Non-foreign Affidavit, the Closing Statement, a certificate, which shall survive Closing, 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 and Seller to consummate the transaction contemplated by this Agreement, all in form, content and substance reasonably required by and acceptable to Purchaser and Seller.

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 all 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 fail 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 deed. 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 and real estate commissions or fees, if any.

19. TAXES AND ASSESSMENTS. All real estate taxes prior to 2026, 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. It is the Seller's responsibility to determine the apportionment of the Purchase Price for their respective ownership interests and Seller shall coordinate with, and executed necessary documentation by, the Title Company at Closing regarding the apportionment of the net proceeds associated with Property.

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.

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 September 8, 2026 (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 October 28, 2026. 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, but no later than October 28, 2026.

22. Risk of Loss and Condition of Real Property. The Property being vacant land, neither party bears the risk of loss or damage to the Property.

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. If Purchaser defaults under this Agreement, Seller 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 Seller'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. Seller shall indemnify and hold the Purchaser harmless from any and all such claims, whether disclosed or undisclosed. Seller acknowledges the specific consideration received and its sufficiency to support this indemnification of Purchaser. Purchaser represents that it has not incurred the services of a broker. Purchaser shall indemnify and hold the Seller harmless from any and all such claims, whether disclosed or undisclosed. Purchaser acknowledges the specific consideration received and its sufficiency to support this indemnification of Seller.

26. ASSIGNMENT. This Agreement may not be assigned in whole or in part without the prior written consent of all parties. Any such assignment or attempted assignment shall be null and void.

27. TIME. Time is of essence with regard to all dates or times set forth in this Agreement. Calendar days based on where the Property is located shall be used when computing time periods. Any time periods that end on Saturday, Sunday, a national legal holiday, or an observed national legal holiday shall extend to the next calendar day which is not Saturday, Sunday, a national legal holiday, or an observed national legal holiday

28. 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.

29. ENTIRE AGREEMENT. This Agreement, including referenced plans, exhibits, and attachments hereto, shall constitute the entire agreement between the parties pertaining to the subject matter and shall supersede, replace and nullify all prior and contemporaneous agreements, representations and undertakings of the parties, either written or oral. 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.

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

31. AMENDMENTS. This Agreement may only be modified by a written instrument, mutually accepted by the parties and executed with the same formality as this Agreement. No oral modifications will be effective or binding.

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

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

Seller: Richard E. Wheeler, Jr.
4228 8th Avenue S.
Saint Petersburg, FL 33711

33. SURVIVAL. The covenants, warranties, representations, indemnities and undertaking of Seller and Purchaser set forth in Sections 12, 13, 15, 20b. & c. 23, 24, 25, 29, 30, 31, 32. 35, 36, and the second paragraph of Section 16 of this Agreement shall survive, for two (2) years, the closing, the delivery and recording of the deed described in this Agreement and Purchaser's possession of the Property. Unless otherwise stated herein, no other provisions of this Agreement shall survive Closing.

34. SEVERABILITY. All clauses contained herein shall act independently of each other. If any section, phrase, sentence, or portion of this Agreement is, for whatever reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions hereof.

35. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances of Polk County. The parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

36. Force Majeure. The parties shall be released and excused from the delay of performance or the nonperformance of any obligations hereunder when delayed or prevented from so doing by cause or causes beyond the parties' control, provided such delay or failure of performance could not have been prevented by reasonable precautions and could not have been reasonably circumvented by the parties through use of alternate sources, work-around plans, or other means. Causes beyond the parties' control shall include, without limitation, all labor strikes or disputes; civil commotion; war; war-like operations; invasions; rebellion; hostilities; military or usurped power; sabotage; terrorist acts; change in governmental laws, rules, regulations or controls; pandemics or epidemics; fire, wind, storm, flood, sinkhole, earthquake or other casualty; interruptions in utility services; labor and material shortages or the inability to obtain any material, product or service; local or national emergencies; government shut downs; governmental actions or mandates; or acts of God. The inability to pay any sum due under this Agreement will not constitute a Force Majeure or a cause beyond the parties' control under this Section. All time periods and deadlines will be extended a reasonable time up to 7 days after the force majeure no longer prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than 60 days, then either party may terminate this Agreement by delivering written notice to the other and the deposit shall be refunded to its maker, thereby releasing both parties from all further obligations under this Agreement.

37. COUNTERPARTS & COPIES. This Agreement may be executed in several counterpart documents, each of which shall be construed as an original, and all so executed will together constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties may not be signatories to the same counterpart. The signature pages from all of the original counterparts may be assembled and made a part of a single original document. Copies of this signed Agreement shall be considered originals. Transmission of this executed Agreement, amendments thereto, or the documents required by it by facsimile or email by one party to another shall be considered and deemed for all legal purposes the delivery of original documents with original signatures and initials, and binding. It shall be no defense to any party signing a counterpart that all parties did not sign a counterpart. This Agreement may be executed by use of electronic signatures, in accordance with Florida's Electronic Signature Act

and other applicable laws.

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.

[Signatures begin on the following pages.]

SELLERS:

Date: 7/8/2026

Signed by:
Richard E. Wheeler, Jr.
37C9D1965CDF42B...
Richard E. Wheeler, Jr.

Date: 7/8/2026

Signed by:
4CFE93D5255646D...
James A. Wheeler, as Trustee of the Anthony A. Wheeler Trust dated January 21, 2015

Date: 7/8/2026

DocuSigned by:
Lisa Wheeler
DD04271BF0E8480...
Lisa Wheeler

Date: 7/8/2026

DocuSigned by:
ROBERT F. WHEELER
CAB2A65E739340A...
Robert F. Wheeler

Date: 7/8/2026

Signed by:
C902A492B672460...
Jennifer Franzke

ATTEST:

STACY M. BUTTERFIELD
CLERK TO THE BOARD

BY:______________________________

DEPUTY CLERK

DATE:______________________________

PURCHASER:

POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

BY:______________________________

MARTHA SANTIAGO, ED.D, CHAIR OF THE BOARD OF COUNTY COMMISSIONERS

DATE:______________________________

APPROVED BY POLK COUNTY
BOARD OF COUNTY COMMISSIONERS ON:

____
DATE

APPROVED AS TO FORM AND LEGALITY

____
COUNTY ATTORNEY'S OFFICE

APPROVED BY:

____
Real Estate Services Director Date

EXHIBIT "A"

Lot A-9 of an unrecorded subdivision being described as follows: The East ½ of the West ½ of the East ½ of Section 18, Township 29 South, Range 28 East, Polk County, Florida, lying North of State Road S-17A.

AND

Lot A-10 of an unrecorded subdivision being described as follows: The West ¼ of the East ½ of Section 18, Township 29 South, Range 28 East, Polk County, Florida, lying North of State Road S-17A.